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RECORDS OF THE UNITED STATES

NUERNBERG WAR CRIMES TRIALS

UNITED STATES OF AMERICA v. CARL KRAUCH ET AL. (CASE VI)

AUGUST 14, 1947-JULY 30, 1948

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**THE NATIONAL ARCHIVES
NATIONAL ARCHIVES AND RECORDS SERVICE
GENERAL SERVICES ADMINISTRATION**

WASHINGTON: 1976

INTRODUCTION

On the 113 rolls of this microfilm publication are reproduced the records of Case VI, *United States of America v. Carl Krauch et al.* (I. G. Farben Case), 1 of the 12 trials of war criminals conducted by the U.S. Government from 1946 to 1949 at Nuernberg subsequent to the International Military Tribunal (IMT) held in the same city. These records consist of German- and English-language versions of official transcripts of court proceedings, prosecution and defense briefs and statements, and defendants' final pleas as well as prosecution and defense exhibits and document books in one language or the other. Also included are minute books, the official court file, order and judgment books, clemency petitions, and finding aids to the documents.

The transcripts of this trial, assembled in 2 sets of 43 bound volumes (1 set in German and 1 in English), are the recorded daily trial proceedings. Prosecution statements and briefs are also in both languages but unbound, as are the final pleas of the defendants delivered by counsel or defendants and submitted by the attorneys to the court. Unbound prosecution exhibits, numbered 1-2270 and 2300-2354, are essentially those documents from various Nuernberg record series, particularly the NI (Nuernberg Industrialist) Series, and other sources offered in evidence by the prosecution in this case. Defense exhibits, also unbound, are predominantly affidavits by various persons. They are arranged by name of defendant and thereunder numerically, along with two groups of exhibits submitted in the general interest of all defendants. Both prosecution and defense document books consist of full or partial translations of exhibits into English. Loosely bound in folders, they provide an indication of the order in which the exhibits were presented before the tribunal.

Minute books, in two bound volumes, summarize the transcripts. The official court file, in nine bound volumes, includes the progress docket, the indictment, and amended indictment and the service thereof; applications for and appointments of defense counsel and defense witnesses and prosecution comments thereto; defendants' application for documents; motions and reports; uniform rules of procedures; and appendixes. The order and judgment books, in two bound volumes, represent the signed orders, judgments, and opinions of the tribunal as well as sentences and commitment papers. Defendants' clemency petitions, in three bound volumes, were directed to the military governor, the Judge Advocate General, and the U.S. District Court for the District of Columbia. The finding aids summarize transcripts, exhibits, and the official court file.

Case VI was heard by U.S. Military Tribunal VI from August 14, 1947, to July 30, 1948. Along with records of other Nuernberg

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and Far East war crimes trials, the records of this case are part of the National Archives Collection of World War II War Crimes Records, Record Group 238.

The I. G. Farben Case was 1 of 12 separate proceedings held before several U.S. Military Tribunals at Nuernberg in the U.S. Zone of Occupation in Germany against officials or citizens of the Third Reich, as follows:

| <u>Case No.</u> | <u>United States v.</u> | <u>Popular Name</u> | <u>No. of Defendants</u> |
|-----------------|-------------------------------------|--------------------------------------|--------------------------|
| 1 | <i>Karl Brandt et al.</i> | Medical Case | 23 |
| 2 | <i>Erhard Milch et al.</i> | Milch Case (Luftwaffe) | 1 |
| 3 | <i>Josef Altstoetter et al.</i> | Justice Case | 16 |
| 4 | <i>Oswald Pohl et al.</i> | Pohl Case (SS) | 18 |
| 5 | <i>Friedrich Flick et al.</i> | Flick Case (Industrialist) | 6 |
| 6 | <i>Carl Krauch et al.</i> | I. G. Farben Case (Industrialist) | 24 |
| 7 | <i>Wilhelm List et al.</i> | Hostage Case | 12 |
| 8 | <i>Ulrich Greifelt et al.</i> | RuSHA Case (SS) | 14 |
| 9 | <i>Otto Ohlendorf et al.</i> | Einsatzgruppen Case (SS) | 24 |
| 10 | <i>Alfried Krupp et al.</i> | Krupp Case (Industrialist) | 12 |
| 11 | <i>Ernst von Weizsaecker et al.</i> | Ministries Case | 21 |
| 12 | <i>Wilhelm von Leeb et al.</i> | High Command Case | 14 |

Authority for the proceedings of the IMT against the major Nazi war criminals derived from the Declaration on German Atrocities (Moscow Declaration) released November 1, 1943; Executive Order 9547 of May 2, 1945; the London Agreement of August 8, 1945; the Berlin Protocol of October 6, 1945; and the IMT Charter.

Authority for the 12 subsequent cases stemmed mainly from Control Council Law 10 of December 20, 1945, and was reinforced by Executive Order 9679 of January 16, 1946; U.S. Military Government Ordinances 7 and 11 of October 18, 1946, and February 17, 1947, respectively; and U.S. Forces, European Theater General Order 301 of October 24, 1946. Procedures applied by U.S. Military Tribunals in the subsequent proceedings were patterned after those of the IMT and further developed in the 12 cases, which required over 1,200 days of court sessions and generated more than 330,000 transcript pages.

Formation of the I. G. Farben Combine was a stage in the evolution of the German chemical industry, which for many years led the world in the development, production, and marketing of organic dyestuffs, pharmaceuticals, and synthetic chemicals. To control the excesses of competition, six of the largest chemical firms, including the Badische Anilin & Soda Fabrik, combined to form the Interessengemeinschaft (Combine of Interests, or Trust) of the German Dyestuffs Industry in 1904 and agreed to pool technological and financial resources and markets. The two remaining chemical firms of note entered the combine in 1916. In 1925 the Badische Anilin & Soda Fabrik, largest of the firms and already the majority shareholder in two of the other seven companies, led in reorganizing the industry to meet the changed circumstances of competition in the post-World War markets by changing its name to the I. G. Farbenindustrie Aktiengesellschaft, moving its home office from Ludwigshafen to Frankfurt, and merging with the remaining five firms.

Farben maintained its influence over both the domestic and foreign markets for chemical products. In the first instance the German explosives industry, dependent on Farben for synthetically produced nitrates, soon became subsidiaries of Farben. Of particular interest to the prosecution in this case were the various agreements Farben made with American companies for the exchange of information and patents and the licensing of chemical discoveries for foreign production. Among the trading companies organized to facilitate these agreements was the General Anilin and Film Corp., which specialized in photographic processes. The prosecution charged that Farben used these connections to retard the "Arsenal of Democracy" by passing on information received to the German Government and providing nothing in return, contrary to the spirit and letter of the agreements.

Farben was governed by an Aufsichtsrat (Supervisory Board of Directors) and a Vorstand (Managing Board of Directors). The Aufsichtsrat, responsible for the general direction of the firm, was chaired by defendant Krauch from 1940. The Vorstand actually controlled the day-to-day business and operations of Farben. Defendant Schmitz became chairman of the Vorstand in 1935, and 18 of the other 22 original defendants were members of the Vorstand and its component committees.

Transcripts of the I. G. Farben Case include the indictment of the following 24 persons:

Otto Ambros: Member of the Vorstand of Farben; Chief of Chemical Warfare Committee of the Ministry of Armaments and War Production; production chief for Buna and poison gas; manager of Auschwitz, Schkopau, Ludwigshafen, Oppau, Gendorf, Dyhernfurth, and Falkenhagen plants; and Wehrwirtschaftsfuehrer.

Max Brueggemann: Member and Secretary of the Vorstand of Farben; member of the legal committee; Deputy Plant Leader of the Leverkusen Plant; Deputy Chief of the Sales Combine for Pharmaceuticals; and director of the legal, patent, and personnel departments of the Works Combine, Lower Rhine.

Ernst Buergin: Member of the Vorstand of Farben; Chief of Works Combine, Central Germany; Plant Leader at the Bitterfeld and Wolfen-Farben plants; and production chief for light metals, dyestuffs, organic intermediates, plastics, and nitrogen at these plants.

Heinrich Buetefisch: Member of the Vorstand of Farben; manager of Leuna plants; production chief for gasoline, methanol, and chlorine electrolysis production at Auschwitz and Moosbierbaum; Wehrwirtschaftsfuehrer; member of the Himmler Freundeskreis (circle of friends of Himmler); and SS Obersturmbannfuehrer (Lieutenant Colonel).

Walter Duerrfeld: Director and construction manager of the Auschwitz plant of Farben, director and construction manager of the Monowitz Concentration Camp, and Chief Engineer at the Leuna plant.

Fritz Gajewski: Member of the Central Committee of the Vorstand of Farben, Chief of Sparte III (Division III) in charge of production of photographic materials and artificial fibers, manager of "Agfa" plants, and Wehrwirtschaftsfuehrer.

Heinrich Gattineau: Chief of the Political-Economic Policy Department, "WIPO," of Farben's Berlin N.W. 7 office; member of Southeast Europe Committee; and director of A.G. Dynamit Nobel, Pressburg, Czechoslovakia.

Paul Haefliger: Member of the Vorstand of Farben; member of the Commercial Committee; and Chief, Metals Departments, Sales Combine for Chemicals.

Erich von der Heyde: Member of the Political-Economic Policy Department of Farben's Berlin N.W. 7 office, Deputy to the Chief of Intelligence Agents, SS Hauptsturmfuehrer, and member of the WI-RUE-AMT (Military Economics and Armaments Office) of the Oberkommando der Wehrmacht (OKW) (High Command of the Armed Forces).

Heinrich Hoerlein: Member of the Central Committee of the Vorstand of Farben; chief of chemical research and development of vaccines, sera, pharmaceuticals, and poison gas; and manager of the Elberfeld Plant.

Max Ilgner: Member of the Vorstand of Farben; Chief of Farben's Berlin N.W. 7 office directing intelligence, espionage, and propaganda activities; member of the Commercial Committee; and Wehrwirtschaftsfuehrer.

Friedrich Jaehne: Member of the Vorstand of Farben; chief engineer in charge of construction and physical plant development; Chairman of the Engineering Committee; and Deputy Chief, Works Combine, Main Valley.

August von Knieriem: Member of the Central Committee of the Vorstand of Farben; Chief Counsel of Farben; and Chairman, Legal and Patent Committees.

Carl Krauch: Chairman of the Aufsichtsrat of Farben and Generalbevollmaechtigter fuer Sonderfragen der Chemischen Erzeugung (General Plenipotentiary for Special Questions of Chemical Production) on Goering's staff in the Office of the 4-Year Plan.

Hans Kuehne: Member of the Vorstand of Farben; Chief of the Works Combine, Lower Rhine; Plant Leader at Leverkusen, Elberfeld, Uerdingen, and Dormagen plants; production chief for inorganics, organic intermediates, dyestuffs, and pharmaceuticals at these plants; and Chief of the Inorganics Committee.

Hans Kugler: Member of the Commercial Committee of Farben; Chief of the Sales Department Dyestuffs for Hungary, Rumania, Yugoslavia, Greece, Bulgaria, Turkey, Czechoslovakia, and Austria; and Public Commissar for the Falkenau and Aussig plants in Czechoslovakia.

Carl Lautenschlaeger: Member of the Vorstand of Farben; Chief of Works Combine, Main Valley; Plant Leader at the Hoechst, Griesheim, Mainkur, Gersthofen, Offenbach, Eystrup, Marburg, and Neuhausen plants; and production chief for nitrogen, inorganics, organic intermediates, solvents and plastics, dyestuffs, and pharmaceuticals at these plants.

Wilhelm Mann: Member of the Vorstand of Farben, member of the Commercial Committee, Chief of the Sales Combine for Pharmaceuticals, and member of the SA.

Fritz ter Meer: Member of the Central Committee of the Vorstand of Farben; Chief of the Technical Committee of the Vorstand that planned and directed all of Farben's production; Chief of Sparte II in charge of production of Buna, poison gas, dyestuffs, chemicals, metals, and pharmaceuticals; and Wehrwirtschaftsfuehrer.

Heinrich Oster: Member of the Vorstand of Farben, member of the Commercial Committee, and manager of the Nitrogen Syndicate.

Hermann Schmitz: Chairman of the Vorstand of Farben, member of the Reichstag, and Director of the Bank of International Settlements.

Christian Schneider: Member of the Central Committee of the Vorstand of Farben; Chief of Sparte I in charge of production of nitrogen, gasoline, diesel and lubricating oils, methanol, and organic chemicals; Chief of Central Personnel Department, directing the treatment of labor at Farben plants; Wehrwirtschaftsfuehrer; Hauptabwehrbeauftragter (Chief of Intelligence Agents); Hauptbetriebsfuehrer (Chief of Plant Leaders); and supporting member of the Schutzstaffeln (SS) of the NSDAP.

Georg von Schnitzler: Member of the Central Committee of the Vorstand of Farben, Chief of the Commercial Committee of the Vorstand that planned and directed Farben's domestic and foreign sales and commercial activities, Wehrwirtschaftsfuehrer (Military Economy Leader), and Hauptsturmfuehrer (Captain) in the Sturmabteilungen (SA) of the Nazi Party (NSDAP).

Carl Wurster: Member of the Vorstand of Farben; Chief of the Works Combine, Upper Rhine; Plant Leader at Ludwigs-hafen and Oppau plants; production chief for inorganic chemicals; and Wehrwirtschaftsfuehrer.

The prosecution charged these 24 individual staff members of the firm with various crimes, including the planning of aggressive war through an alliance with the Nazi Party and synchronization of Farben's activities with the military planning of the German High Command by participation in the preparation of the 4-Year Plan, directing German economic mobilization for war, and aiding in equipping the Nazi military machines.¹ The defendants also were charged with carrying out espionage and intelligence activities in foreign countries and profiting from these activities. They participated in plunder and spoliation of Austria, Czechoslovakia, Poland, Norway, France, and the Soviet Union as part of a systematic economic exploitation of these countries. The prosecution also charged mass murder and the enslavement of many thousands of persons particularly in Farben plants at the Auschwitz and Monowitz concentration camps and the use of poison gas manufactured by the firm in the extermination

¹The trial of defendant Brueggemann was discontinued early during the proceedings because he was unable to stand trial on account of ill health.

of millions of men, women, and children. Medical experiments were conducted by Farben on enslaved persons without their consent to test the effects of deadly gases, vaccines, and related products. The defendants were charged, furthermore, with a common plan and conspiracy to commit crimes against the peace, war crimes, and crimes against humanity. Three defendants were accused of membership in a criminal organization, the SS. All of these charges were set forth in an indictment consisting of five counts.

The defense objected to the charges by claiming that regulations were so stringent and far reaching in Nazi Germany that private individuals had to cooperate or face punishment, including death. The defense claimed further that many of the individual documents produced by the prosecution were originally intended as "window dressing" or "howling with the wolves" in order to avoid such punishment.

The tribunal agreed with the defense in its judgment that none of the defendants were guilty of Count I, planning, preparation, initiation, and waging wars of aggression; or Count V, common plans and conspiracy to commit crimes against the peace and humanity and war crimes.

The tribunal also dismissed particulars of Count II concerning plunder and exploitation against Austria and Czechoslovakia. Eight defendants (Schmitz, von Schnitzler, ter Meer, Buergin, Haefliger, Ilgner, Oster, and Kugler) were found guilty on the remainder of Count II, while 15 were acquitted. On Count III (slavery and mass murder), Ambros, Bueteffisch, Duerrfeld, Krauch, and ter Meer were judged guilty. Schneider, Bueteffisch, and von der Heyde also were charged with Count IV, membership in a criminal organization, but were acquitted.

The tribunal acquitted Gajewski, Gattineau, von der Heyde, Hoerlein, von Knieriem, Kuehne, Lautenschlaeger, Mann, Schneider, and Wurster. The remaining 13 defendants were given prison terms as follows:

| <u>Name</u> | <u>Length of Prison Term (years)</u> |
|----------------|--------------------------------------|
| Ambros | 8 |
| Buergin | 2 |
| Bueteffisch | 6 |
| Duerrfeld | 8 |
| Haefliger | 2 |
| Ilgner | 3 |
| Jaehne | 1 1/2 |
| Krauch | 6 |
| Kugler | 1 1/2 |
| Oster | 2 |
| Schmitz | 4 |
| von Schnitzler | 5 |
| ter Meer | 7 |

All defendants were credited with time already spent in custody.

In addition to the indictments, judgments, and sentences, the transcripts also contain the arraignment and plea of each defendant (all pleaded not guilty) and opening statements of both defense and prosecution.

The English-language transcript volumes are arranged numerically, 1-43, and the pagination is continuous, 1-15834 (page 4710 is followed by pages 4710(1)-4710(285)). The German-language transcript volumes are numbered 1a-43a and paginated 1-16224 (14a and 15a are in one volume). The letters at the top of each page indicate morning, afternoon, or evening sessions. The letter "C" designates commission hearings (to save court time and to avoid assembling hundreds of witnesses at Nuernberg, in most of the cases one or more commissions took testimony and received documentary evidence for consideration by the tribunals). Two commission hearings are included in the transcripts: that for February 7, 1948, is on pages 6957-6979 of volume 20 in the English-language transcript, while that for May 7, 1948, is on pages 14775a-14776 of volume 40a in the German-language transcript. In addition, the prosecution made one motion of its own and, with the defense, six joint motions to correct the English-language transcripts. Lists of the types of errors, their location, and the prescribed corrections are in several volumes of the transcripts as follows:

- First Motion of the Prosecution, volume 1
- First Joint Motion, volume 3
- Second Joint Motion, volume 14
- Third Joint Motion, volume 24
- Fourth Joint Motion, volume 29
- Fifth Joint Motion, volume 34
- Sixth Joint Motion, volume 40

The prosecution offered 2,325 prosecution exhibits numbered 1-2270 and 2300-2354. Missing numbers were not assigned due to the difficulties of introducing exhibits before the commission and the tribunal simultaneously. Exhibits 1835-1838 were loaned to an agency of the Department of Justice for use in a separate matter, and apparently No. 1835 was never returned. Exhibits drew on a variety of sources, such as reports and directives as well as affidavits and interrogations of various individuals. Maps and photographs depicting events and places mentioned in the exhibits are among the prosecution resources, as are publications, correspondence, and many other types of records.

The first item in the arrangement of prosecution exhibits is usually a certificate giving the document number, a short description of the exhibits, and a statement on the location of the original document or copy of the exhibit. The certificate is followed by the actual prosecution exhibit (most are photostats,

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

but a few are mimeographed articles with an occasional carbon of the original). The few original documents are often affidavits of witnesses or defendants, but also ledgers and correspondence, such as:

| <u>Exhibit No.</u> | <u>Doc. No.</u> | <u>Exhibit No.</u> | <u>Doc. No.</u> |
|--------------------|-----------------|--------------------|-----------------|
| 322 | NI 5140 | 1558 | NI 11411 |
| 918 | NI 6647 | 1691 | NI 12511 |
| 1294 | NI 14434 | 1833 | NI 12789 |
| 1422 | NI 11086 | 1886 | NI 14228 |
| 1480 | NI 11092 | 2313 | NI 13566 |
| 1811 | NI 11144 | | |

In rare cases an exhibit is followed by a translation; in others there is no certificate. Several of the exhibits are of poor legibility and a few pages are illegible.

Other than affidavits, the defense exhibits consist of newspaper clippings, reports, personnel records, Reichgesetzblatt excerpts, photographs, and other items. The 4,257 exhibits for the 23 defendants are arranged by name of defendant and thereunder by exhibit number. Individual exhibits are preceded by a certificate wherever available. Two sets of exhibits for all the defendants are included.

Translations in each of the prosecution document books are preceded by an index listing document numbers, biased descriptions, and page numbers of each translation. These indexes often indicate the order in which the prosecution exhibits were presented in court. Defense document books are similarly arranged. Each book is preceded by an index giving document number, description, and page number for every exhibit. Corresponding exhibit numbers generally are not provided. There are several unindexed supplements to numbered document books. Defense statements, briefs, pleas, and prosecution briefs are arranged alphabetically by defendant's surname. Pagination is consecutive, yet there are many pages where an "a" or "b" is added to the numeral.

At the beginning of roll 1 key documents are filmed from which Tribunal VI derived its jurisdiction: the Moscow Declaration, U.S. Executive Orders 9547 and 9679, the London Agreement, the Berlin Protocol, the IMT Charter, Control Council Law 10, U.S. Military Government Ordinances 7 and 11, and U.S. Forces, European Theater General Order 301. Following these documents of authorization is a list of the names and functions of members of the tribunal and counsels. These are followed by the transcript covers giving such information as name and number of case, volume numbers, language, page numbers, and inclusive dates. They are followed by the minute book, consisting of summaries of the daily proceedings, thus providing an additional finding aid for the transcripts. Exhibits are listed in an index that notes the

type, number, and name of exhibit; corresponding document book, number, and page; a short description of the exhibit; and the date when it was offered in court. The official court file is summarized by the progress docket, which is preceded by a list of witnesses.

Not filmed were records duplicated elsewhere in this microfilm publication, such as prosecution and defense document books in the German language that are largely duplications of the English-language document books.

The records of the I. G. Farben Case are closely related to other microfilmed records in Record Group 238, specifically prosecution exhibits submitted to the IMT, T988; NI (Nuernberg Industrialist) Series, T301; NM (Nuernberg Miscellaneous) Series, M-936; NOKW (Nuernberg Armed Forces High Command) Series, T1119; NG (Nuernberg Government) Series, T1139; NP (Nuernberg Propaganda) Series, M942; WA (undetermined) Series, M946; and records of the Brandt case, M887; the Milch Case, M888; the Altstoetter case, M889; the Pohl Case, M890; the Flick Case, M891; the List case, M893; the Greifelt case, M894; and the Ohlendorf case, M895. In addition, the record of the IMT at Nuernberg has been published in the 42-volume *Trial of the Major War Criminals Before the International Military Tribunal* (Nuernberg, 1947). Excerpts from the subsequent proceedings have been published in 15 volumes as *Trials of War Criminals Before the Nuernberg Military Tribunal Under Control Council Law No. 10* (Washington). The Audiovisual Archives Division of the National Archives and Records Service has custody of motion pictures and photographs of all 13 trials and sound recordings of the IMT proceedings.

Martin K. Williams arranged the records and, in collaboration with John Mendelsohn, wrote this introduction.

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Case 6
Defense

Tribunal VI

Case 5

Document Book III

for

Wilhelm Rudolf MANN

submitted by
the Defense Counsel
Dr. Erich BERNDT
Attorney

Gang



Document Book III
for
Wilhelm Rudolf WANS

| Doc. No. | Exh. No. | Item | Page |
|----------|----------|---|------|
| 655 | | Affidavit by Hermann KAMMACHER, Bookkeeper. The so-called political contributions of BAYER during the years 1937 to 1944 constituted 0.0007% of the turnover - RM 59.90 a year in each country. | 1 |
| 301 | | Circular Nr. 52 by the BAYER board of directors (Mann/Mentzel) dated 29 May 1936, concerning contribution by foreign agencies. "In the majority of cases our agencies do not think that they could refuse these demands" (contributions for all sorts of purposes for furthering Germanism). BAYER refuses additional payments in foreign currency for new purposes and makes the granting of contributions subject to a foreign exchange license to be obtained beforehand. | 2 |
| 689 | | Extract of the court transcript Case VI of 21 January 1948 - sworn statement by Geheimrat KASTL concerning the necessity and purpose of monetary contributions in the so-called Third Reich. | 3 |
| 190 | | Affidavit by Paul BARNEMANN, Chief of the BAYER Personnel Section. The BAYER Sales Association did not take any preparatory mobilization measures to meet the requirements for personnel. | 4 |
| 188 | | Affidavit by Welter SCHARNEHORST, formerly in charge of medical supplies for the Wehrmacht. The one contract for war supplies between BAYER and the OKW Army Ordnance Office amounted to 600,000.- RM which was very low compared to the turnover covering the requirements of the civilian population and the subsequent demands after the outbreak of war. Production and accumulated stocks were not in a position to meet the completely unexpected additional demands at the beginning of the war. | 5 |
| 293 | | Extract from court transcript Case VI (page 3006/7) of 29 October 1947. - cross examination Dr. KRUEGER to Exh. No. 259 NI 7862 concerning evacuation warehouses for pharmaceuticals. | 7 |

Document Book III
for
Wilhelm Rudolf WASS

| Doc. No. | Sub. No. | Item | Page |
|----------|----------|---|------|
| 900 | | List of the BAYER sales products in the years 1930, 1936 and 1943, namely from 540 to 673 and up to 752 in 1943. | 9 |
| 882 | | List with Affidavit by Georg BELZ, BAYER Statistics Department, concerning BAYER's turnover in 1938 in pharmaceutical products, sera and plant insecticides. | 10 |
| 529 | | List with Affidavit by Georg BELZ, concerning BAYER's turnover in 1938, laid down in a scale according to 75 countries. | 13 |
| 134 | | List with Affidavit by Georg BELZ, concerning BAYER's share in the turnover of Germany's total pharmaceutical sales. In 1938 this share totalled 21.5%. | 15 |
| 882 | | Affidavit by Georg ZAHN, Chief of the BAYER Seru-bacteriological and Veterinary-medical Sales Department. Witness proves that no monopolistic conditions existed in the serum field. | 16 |
| 529 | | List with Affidavit by Georg BELZ, concerning BAYER's turnover as compared to the total turnover of the IG in the years 1933 to 1943. (minimum 7.2% and maximum 9.4%). | 20 |
| 544 | | List with Affidavit by Georg BELZ concerning export turnover of the IG in all branches for the years 1933 to 1939. | 21 |
| 808 | | Affidavit by Johann Wilhelm BELZ with a calculation of the additional export compensation (Zusatzausfuhrvergütung-ZAV)-payments and refunds for the export for the years 1936 to 1942. The figures show that the IG was not interested in the proceedings for additional export compensation. | 22 |

Document Book III
for
Wilhelm Rudolf MANN

| Doc.No. | Exh.No. | Contents | Page |
|---------|---------|--|------|
| 545 | | Excerpt from Minutes of the 175th BAYER Board of Directors Conference (IB 14/37) on 18 August 1937, concerning Point 181 (Promotion of exports). BAYER renounces business, if it cannot compensate for losses acquired thereby, through the assistance of the TAV and the IFV. | 23 |
| 124 | | Affidavit of Alexander BRAUNINGER, Head of BAYER Central Department K. The decision mentioned in MANN Document 694 was not disregarded. | 24 |
| 206 | | Affidavit of Guenther RAUSCH, Head of the BAYER Book-keeping Department. The witness points out the advantages which the BAYER Sales Association gained through approval of the BAYER export plan. | 25 |
| 616 | | Affidavit of Alfred HAUSER, former head of the Sales Department for Latin America. The BAYER Export Plan made it possible for goods to be shipped to South America, and for considerable investments made for important production and BIRNING Institutes in South America. | 26 |
| 113 | | Affidavit of Dr. Josef GOSSEL, former I.G. Farben Director, for pharmaceutical export trade in Europe. The witness describes the reasons for, and the value of, the export plan, among other things, with respect to supplying the occupied territories with necessary medicaments. | 28 |
| 426 | | Affidavit of Georg BIEZ with a list of BAYER Sales Returns abroad (Pharmaceutical products, sera, insecticides) for the period from 1938 to 1942 and a list of the amount of BAYER exports in proportion to the total export of IG from 1933 to 1943. The BAYER exports remained constant. | |

Document Book III
for
Wilhelm Rudolf LEHN

| Doc. No. Exh. No. | Contents | Page |
|-------------------|---|------|
| 547 | A list with the Affidavit of Georg BELZ-Contrast of BAYER's sales return in Germany, with BAYER's export sales returns, for the period from 1930 to 1945. The domestic sales returns amounted to an average of 30%, and export sales returns, 70%. | 33 |
| 56 | Affidavit of Dr. Reinhold KREBS, director, since 1931, of I.G. Farben's pharmaceutical sales business. It is true there were purely German and International Agreements made on a voluntary basis, but no monopolies or monopolistic obligations. BAYER imposed restrictions upon itself. | 34 |
| 642 | Affidavit of Werner BERNHARDT, procurist of Sales Department Pharma C (USA, Canada, England etc.). The witness explains the BAYER deliveries to the USA, which were not stopped until 1941, due to transportation having become impossible. | 35 |
| 502 | Affidavit of Dr. Hugo SCHUMER, head of the BAYER Legal and Administrative Department. The far-reaching renunciation of the right to produce and sell, in the agreements with the Sterling Group of the USA and with Rhone-Poulenc. | 37 |
| 549 | Affidavit of Dr. Josef GROBSL concerning the duties of the IG license agents. | 38 |
| 226 | Affidavit of Alfred BAUMER, formerly head of the pharmaceutical business in South America. The witness explains the letters sent by BAYER to the South American countries. The Boycott campaign after 1933, he said, required an explanation, since events at the time were greatly exaggerated. BAYER-Leverkusen did not surrender any address files to Party offices. | 39 |

Document Book III

For

Wilhelm Rudolf Mann

| Document No. | Exhibit No. | Contents | Page |
|--------------|-------------|---|------|
| 525 | | Circular No. 23 of 29 March 1933 by the Board of Directors of Bayer concerning agitation against German goods abroad. This is the circular mentioned in Document III-9803, prosecution exhibit 780 Document Book 43 English page 85. Mann takes up untrue statements concerning Germany and regrets that Germany had to take counter-actions against Jewish businesses. He also asks the Bayer agencies to contribute "to the clarification of the actual facts." | 47 |
| 526 | | Affidavit of the pharmacist Alfred Heuser concerning III-1513 Exhibit 727 and III-3510, Exhibit 728. The provisional payment of contributions to the German correspondence bureau in Buenos Aires was not effected for political reasons connected with the dissemination of national socialist ideology, but for purely economic reasons in order to counteract the anti-German boycott drive. Payments were stopped as early as July 1932. | 43 |
| 531 | | Affidavit by Alfred Heuser. Bayer refuses to participate in any advertising directed by a propaganda committee and to mix political matters with business affairs. | 41 |
| 532 | | Copy of a letter of the Chimico Rio de Janeiro to Felice Santjago of 5 February 1936. This letter reveals that the advertising of the Bayer agencies in South America was guided by business motives. | 42 |
| 538 | | Letter of the Department for economic policies of the 1 st Chamber to Mann of 14 August 1940. Concerning III-3139 Exhibit 832. Surrender of address files to the Propaganda Ministry was avoided. (Mann: very good arrangement) | 48 |

Document Book III

for

Wilhelm Rudolf Mann

| Document No. | Exhibit No. | Contents | Page |
|--------------|-------------|--|------|
| 196 | | Affidavit by Guido Irms, former head of the Adrema office at Deyer. The witness who was in charge of addressing and mimeographing at Deyer, states that he never received an order to take out 300,000 addresses concerning Spain, Portugal and De-ro-Guerica for the Propaganda Ministry. He would certainly remember that. | 50 |
| 300 | | Affidavit by Alfred Hausor, concerning NI-6439 Exhibit 300. The Deyer agency was advised by the business management at Leverkusen that any intervention in essentially alien matters was undesirable. | 51 |
| 309 | | Letter by Hermann Koelble of Rio de Janeiro to IG Farben, Leverkusen of 17 August 1937, indicating that the material requested by Deyer for an anti-communist propaganda campaign on the Brazilian radio was carried out upon orders of the President of the Brazilian Republic. - Furthermore a letter (copy) of Deyer to Koelble of 15 September 1937. In future Deyer wants such matters to be handled via the competent official authorities. (Concerning NI-6439) | 52 |
| 305 | | Affidavit by Alfred Hausor concerning Document NI-2844. There was no connection between the enlightenment committee at Harburg-Bremer (Dr. Joehmann) and Deyer Leverkusen. | 54 |
| 675 | | Affidavit by Alfred Gehring. In 1940 the Gau propaganda office Drosseldorf sent some propaganda material to IG with request to send it out. (Refers to document NI-10555). In agreement with Mann large parts of that material were destroyed at Leverkusen. | 55 |

Document Book III

Cor

Wilhelm Raabold H A H N

| Doc. No. | Doc. No. | Content | Page |
|----------|----------|---|------|
| 249 | | Affidavit of Dr. Richard PAULMANN, chief of the Departmente In-estricide and combatting of pests, at Droyer. His Departmente did not supply the foreign agencies with Nazi literature neither. | 56 |
| 217 | | Affidavit of Fritz NEURECK, chief of the Banking- and Payment Department with the I.G. BAYER. Payments and messages via the agencies in foreign countries were based upon foreign exchange permits. The Foreign Office paid the counter-value in Reichsmark. This clearing took place because of "purely commercial considerations". Incoming money for sales was merely transferred and did not become subject to freezing. The questions concerning transfer were settled by the Zeffi in accordance with the clearing methods. | 57 |
| 220 | | Affidavit of Rudolf LANGGUTH, chief of the Sales Department of BAYER. Re NI-8130, vol. 916, vol. 69, and vol. 60; re Kottanis letter. Mann did not comply with Kottanis' wishes but delays his request and led unimportant, generally known letters submitted to him. | 59 |
| 235 | | Affidavit of Peter SCHEITZ, chief of the sales Department 32 with BAYER, re the Kottanis letter. | 60 |
| 220 | | Affidavit Axel SCHREIBER, formerly chief of the export Department "NEAR EAST" at BAYER. "After the visit of Mr. Kottanis we laughed very much about his remarks which were just as stupid as they were consequential." | 61 |
| 219 | | Affidavit Fritz HENTZEL, chief of the Scientific Support Department overseas at BAYER. The BAYER joint sales organization never requested its subordinate agencies in foreign countries | |

Document Book III

For

Wilhelm Rudolf MANN

| Doc. No. | Exh. No. | Content | Page |
|----------|----------|---|------|
| | | to act as espionage agents. The witness has never heard about anything which could have or do him think that MOHLMANN, RARMEYER and SCHULZ of the foreign agency OVERSEAS were suspected of espionage. | 82 |
| 108 | | Affidavit Kurt SCHWING, until 1962 Deputy chief of IA QUILICA LAYE SA in Lima (Peru) Peruvian national. "During my visit to Germany in 1934 Mr. Mann stated to me quite clearly that I should see to it that my BAYER agency should refrain from any kind of politics or propaganda" Mann did not request to practice espionage of any kind or to serve any German agents. | 83 |
| 201 | | Affidavit Paul GEDRINGS from Portugal. The witness states literally: "The charge, the foreign agencies of the firm of BAYER have been hosts of espionage is just absurd. During the more than twenty years in which my firm represented the BAYER products, I have never been asked for information other than concerning the market situation, the credit standing of customers, dates concerning the health situation etc. During the time of war, an attitude of utmost reserve and loyalty towards Portugal was recommended." | 84 |
| 118 | | Affidavit Joaquin SANCHEZ, former employee of IA QUILICA LAYE SA Buenos Aires. The witness was temporarily arrested in Argentina. He certifies that his firm IA QUILICA BAYER did not know anything about his activities within an information service. He never received from his superiors | |

Document Book III

for

Wilhelm Rudolf MANN

| Doc. No. | Exh. No. | Content | Page |
|----------|----------|--|------|
| | | to act as espionage agents. The witness has never heard about anything which could have made him think that HOHMANN, HARMAYER and SCHEER of the foreign agency OVERSEA were suspected of espionage. | 62 |
| 308 | | Affidavit Kurt SCHUBING, until 1942 deputy chief of LA QUILLCA S.A.; SA in Lima (Peru) Peruvian national. "During my visit to Germany in 1934 Mr. Mann stated to me quite clearly that I should see to it that my BAYER agency should refrain from any kind of politics or propaganda" Mann did not request to practice espionage of any kind or to serve any German agents. | 63 |
| 309 | | Affidavit Paul GOSWINEG from Portugal. The witness states literally: "The charge, the foreign agencies of the firm of BAYER have been made of espionage is just absurd. During the more than twenty years in which my firm represented the BAYER products, I have never been asked for information other than concerning the market situation, the credit standing of customers, dates concerning the market situation etc. During the time of war, an attitude of utmost reserve and loyalty towards Portugal was recommended." | 64 |
| 310 | | Affidavit Johannes WENZEL, former employee of LA QUILLCA S.A. in Buenos Aires. The witness was summarily arrested in Argentina. He states that his firm LA QUILLCA BAYER did not know anything about his activities as an information service, he never received from his superiors | |

Document III

for

Gilberto Enrique LAURE

Doc.No. Exh.No. Content Page

directives or suggestions in this respect. He confirms furthermore that he was suspended by directorial decision of the firm, when he was not able to clear up his case right away after his arrest. Harneyer states further that the Argentine Legal Authorities had to dismiss his case later, his deportation decree was also rescinded later on. Harneyer states further that HORNBERG was never named in the trial against him and others.

67

115

Affidavit Johannes HARNYER.

"Guaranteeing, I would like to state that, as far as Argentina is concerned, espionage activities within the agencies of the IG have not been carried out. During the war years, this subject has been repeatedly discussed in the American Press. I have never agreed to set any facts...."

(re SI-10932, exh. 514).

68

315

Letter of Colonel (FRANZ), Buenos Aires, dated 1 June 1937, containing a certificate about the activities of HORNBERG with the QUENICA, Buenos Aires.

70

517

Affidavit Ludwig SCHNEIDER from Mexico. (re Doc.No. 10675, exh. 806).

"Never have I been subjected to criminal proceedings because of espionage or other political crimes, therefore, never has a sentence been passed against me".

Writer has never been charged with espionage. He states that neither HAYES nor HORNBERG ever asked him to make use of his agency for espionage purposes. Writer never engaged in espionage activities, neither as a HAYES agent nor as a private individual.

71

Document Book III

for
Wilhelm Rudolf W a n n

| Doc. No. | Exh. No. | Contents | Page |
|----------|----------|---|------|
| 299 | | Excerpt from the minutes of the BAYER directorate meeting, held on 21 October 1943, with regard to point 503, pertaining to "La Chimica Bayer Rio"; also concerning express letter of the Reich Minister of Economics, Berlin, of 26 January 1940; and letter of I.G.-Central Finance Administration to the Bank Department, Leverkusen, dated 23 August 1944; (ad JL-7566, Exh. 827). In the letter of "Zefi" it is stated that the penalty, imposed on "Chimica Bayer Rio de Janeiro" on account of a foreign exchange settlement with the Embassy, is due to an error by the Foreign Office, and that the penalty shall probably be reimbursed by the Reich. | 72 |
| 333 | | Affidavit of Paul HARNEGARDI. "The Sales Syndicate (Verkaufsgemeinschaft) BAYER had no counter-intelligence agent of its own." | 75 |
| 618 | | Affidavit of Fritz Mentzel, director of Bayer-I.G. Farben. The witness testified: "The business management of the Bayer Sales Syndicate did absolutely not engage in politics on its own initiative..... Consequently, it is out of the question that the business management of the Bayer Sales Organization should have been permeated with any Nazi ideology." | 76 |
| 621 | | Affidavit of Georg TESSNER, manager of BAYER's Sales Department "Pharma" for Africa, the Middle and Far East, concerning the reorganization of the HAVERO trading Co., British India. | 77 |
| 676 | | Affidavit of Josef GEBEL, former manager of BAYER's European Department. "Before the war, no security measures were taken within his department for the eventuality of war, nor were such problems discussed." | 80 |
| 820 | | Affidavit of Gerhard ZANN, concerning a plan for the reorganization of the European serum supply. The proposal was | |

Document Book III

for
Wilhelm Rudolf MANN.

| Doc. No. | Exh. No. | Contents | Page |
|----------|-------------------------------|--|------|
| | | based on the thesis of "voluntary and equal cooperation, within Germany as well as internationally, in the economic and scientific field, which indeed was strictly observed in its practical application..." | 81 |
| 138 | | Affidavit of Emil de HAAS, former manager of the Directorate Section, I.G. Farben, Berlin NW 7, concerning the reasons for, the founding of, and the tasks assigned to the Eastern Committee. The witness stated: "The Eastern Committee was a 'Gremium' composed of various members of Farben's Commercial Committee. The Eastern Committee met but once and it took care of matters pertaining to Eastern sales. The witness is the author of the report of 3 Jan. 1943 (M-2096, Exh. 1175). This report, according to the witness, had an exclusive informative character. It contains no opinions whatever of either Herr Mann nor of the Eastern Committee, but it 'represents a realistic exposition of facts and plans which I had submitted to the Bureau.'" | 85 |
| 310 | Proc. Exh. 16 '3 M-8266 | Minutes of the 35th Vorstand Meeting, of 17 December 1942, which state the duties of the Eastern Committee | 88 |
| 139 | | Affidavit of Dr. Josef GROBE. "The Eastern Committee had nothing to do with the securing, removing and despoiling." | 89 |

Document Book III

for
Alhelm Rudolf MANN

| Doc.No. | Exh.No. | Contents | Page |
|---------|---------|---|------|
| 142 | | Excerpt from the minutes of the 34th Vorstand meeting, held on 11 September 1942, at which occasion Herr Mann stated that according to discussions in the Eastern Committee, central sales offices were to be established in Riga and, if necessary, in the Ukraine. | 91 |
| 295 | | Excerpt from the minutes (Case VI), of 17 December 1947, page 4708 to 4713, concerning Dr. Berndt's interrogation under oath of Dr. Kurt Krueger with regard to the founding and the tasks of the Eastern Committee, and the establishment of the "IG-Kontor G.a.b.H." in Riga for the sale of German products in the Eastern territories. | 92 |
| 615 | | Affidavit of Erwin DEIBERCK, formerly with the Economic-Political Department, IG Farben, Berlin. He stated: "The Commercial Eastern Committee was never in any way important to Farben or other agencies. Herr Mann's policy concerning all matters pertaining to the formerly occupied Eastern territories was one of reserve, inactivity and reticence". | 98 |
| 312 | | Affidavit of Gerh. ZAHN, director of IG-Farben, manager of the Serobacteriological Section, concerning the establishment of the Serum Institute in the occupied Eastern territories. He stated: "The Behringwerke shipped large amounts of furnishings, machines and instruments from Germany to Lemberg, which partly have remained there. | 99 |

EXHIBIT A-8 III

for

Wilhelm (Rudolf) Mann

I hereby certify, that all the documents
contained in this document book are a true and
correct copy of the documents submitted to the Court.

November, 22 1948

Dr. Erich Berndt
Defense Counsel

Affidavit

I, Hermann HAMACHER, born on 26 December 1894, resident of Cologne, Ewaldstrasse 24, have been warned that I am liable to punishment, if I make a false affidavit. I herewith swear and declare as follows, voluntarily and without having been subjected to any coercion:

1) I have been an employee of (the dye factories formerly called Friedrich BAYER & Co. and later) the I.G. Farbenindustrie Aktien-gesellschaft, Leverkusen, since 1 April 1923, except for an interval from 1 July 1924 to 25 January 1926. From this latter date on, I have been employed in the sales accounting department.

2) From 1937 to 1944, in 38 countries including Germany, the Bayer Sales Association contributed 21,250.92 RM to the NSDAP and its organizations, in 36 countries including Germany; the volume of business for this same period was 1,215,430,128.60. Thus the contributions amount to 0.0017% of the volume of business, or 69.60RM a year in each country.

I have carefully read the above statement, and herewith affirm that I have told the pure truth in this affidavit.

Leverkuaen, 15 March 1948

signature: Hermann HAMACHER
(Hermann HAMACHER)

Signed in my presence by Herr Hermann HAMACHER, author of the above affidavit.

Signature: Dr. Hugo SCHELM
(Dr. Hugo SCHELM)

Attorney and Defense Counsel

"BAYER"
I.G. Farbenindustrie -
AKTIENGESELLSCHAFT

To: Pharmacist HÄUSER

Board of Directors - Secretariat

Leverkusen, I.G. Plants
23 May 1936

Board of Directors - Circular No. 52
Personal! Strictly Confidential!

Subject: Contributions made by our foreign agencies.

Recently, requests have been submitted to our foreign agencies, in growing numbers, for larger contributions in behalf of various projects for Germanism. In most cases, our agencies believe they cannot refuse these requests.

A foreign exchange authorization is necessary, every time, the contributions are charged to our account. This authorization has hitherto been obtained, for the most part, only after the contribution has been paid out, but this has led to unpleasantness with the Office for Foreign Exchange Control.

When contributions are requested, therefore, we must ask you to remember Germany's difficult position as regards foreign exchange. In view of present circumstances, it is impossible to use additional larger amounts of foreign currency abroad, for new projects, even if they are undoubtedly well-meant.

At any rate, we cannot authorize contributions which are to be charged to our account, without prior official authorization for foreign exchange.

Most cordially,

"BAYER"

I.G. FARBENINDUSTRIE
AKTIENGESELLSCHAFT

signature

signature

Excerpt

21 January - M-AE-1-Seefried
Military Tribunal No. VI

MILITARY TRIBUNAL No. VI
NUERNBERG, GERMANY, 21 January 1948
Session from 0930 to 1230 hours,

.....
Page 5764
.....

(Statement by Geheimrat KASEL,
Examination by Dr. DIX)

Q: I shall now turn to the chapter of contributions to the Nazi party and to their affiliated organizations, and I should like to ask you, among these contributions to the party and its affiliated organizations, were the Nazis who contributed the only people, or were there also other people who just believed in the Nazi ideology who contributed?

A: When making contributions to the party, the National Socialist ideology or party ideology played a subordinate part. There were various motives for making such contributions. Payments, for instance, to secure for oneself peace and quiet. If I were to so state it in this way, they were insurance premiums.

The party was very corrupt in this respect. They took money whenever they could, foreigners as well who had enterprises in Germany were very much in favor of contributing to the Nazi Party to protect their enterprises. Even Jews contributed in order to get security, peace and quiet for themselves, in order to facilitate their emigration, and so on.

From my practice as a lawyer in Berlin, I know this particularly well, since for more than 75 per cent of my clients, I had persons who were persecuted by the measures and laws of the Nazis.

.....

END

Affidavit.

I, Paul RAHMANN, born on 9 March 1889, resident of Leverkusen-Eyler-Werk, Koernerstrasse 358, have been informed that I am liable to punishment, if I make a false affidavit. I herewith make the following statement to be submitted before Military Tribunal VI in Nuremberg, voluntarily and without having been submitted to any coercion:

1) I have been an employee of (the dye plants formerly called Friedrich BAYER & Co, and later) the I.G. Farbenindustrie A.G., in Leverkusen, since 1 November 1921, except for an interval between 12 February 1946 and 30 November 1946. I was employed in the "BAYER" Sales-Association as a commercial department head (Personnel Department).

2) Before the war, the "BAYER" Sales Association attended a few conferences held by the Management of the Leverkusen Plant, concerning the question of guaranteeing personnel requirements in case of war.

These conferences were merely of a general informational nature. At the time we believed that even in case the war was prolonged we would be able to retain all the men over 45 years of age, — except for a few, such as doctors, pharmacists, and high-ranking officers, — for the management of the business.

As a result, our sales association took no preparatory measures for mobilization.

I have carefully read and signed the above affidavit. I herewith affirm that I have told the pure truth in this affidavit.

Leverkusen, 9 February 1948 signature: Paul RAHMANN

Signed in my presence by Herr Paul RAHMANN, author of the above affidavit.

signature: Dr. Christian H. TUESCK
Assistant Defense Counsel
Military Tribunal VI, Nuremberg.

Affidavit

I, Walter SCHARNHEIT, born on 15 April 1901, resident of Leverkusen-Wieslstr., Heimenstrasse 17, have been informed that I am liable to punishment, if I make a false affidavit. I herewith make the following statement for presentation before Military Tribunal VI in Nuremberg, voluntarily and without having been subjected to any coercion.

1) I have been an employee of the HOECHST Dye Plants (Fabrikswerke HOECHST) later called the I.G. Farbenindustrie, Aktiengesellschaft, since 2 January 1921. On 1 October 1928, I was transferred to the "Bayer" Sales Association in Leverkusen. Until 4 February 1945, I was attorney in the Pharmaceutical Sales Department Germany. I was a specialist for medical supplies for the Wehrmacht.

2) Towards the end of 1937, the High Command of the Wehrmacht (OKW) approached ^{the} Agency in Berlin, to fix our delivery surtas as regards pharmaceutical supplies, in case of mobilization. The ensuing conferences resulted in a list of "BAYER" medical products which the OKW would need in case of war. In April 1938, the OKW-Heereswaffenamt (Army Ordnance Office) sent a war delivery contract to "BAYER" in Leverkusen, through Agency W, dealing with the pharmaceutical products of the Leverkusen and HOECHST plants. This contract was signed by Professor K. REISCH and W.R. HANN. At the time, all the copies of this agreement had to be returned to the Wehrmacht, through Agency W. No other war supply contract was made.

In view of the special prices granted the Wehrmacht, this war supply contract was calculated at 600,000.00 RM. This sum was very small in comparison with the volume of business in pharmaceutical products for civilians and with later requirements of the Wehrmacht after the outbreak of war.

The announcement of a state of mobilization was announced by the OKW through the "BAYER" Office in Berlin on 5 September 1939.

On 12 September 1939, the Wehrmacht Main Medical Dept announced that the war supply contract was now in force. In the middle of September 1939, the "BAYER" firm received a copy of

(Page 2 of original)

of the war supply contract which had been signed in 1938, and now formed the basis for the supplies to be delivered. Over and above this, the Government placed additional orders which were totally unexpected and to which production and available supplies were not geared. Thus from the very beginning, there ^{arose} were difficulties. This fact shows that the "AYER" firm had not counted on the beginning of a war.

I have carefully read the above affidavit and initialed and signed each of the two pages.

I affirm that I have told the pure truth in this affidavit.

Doverkasen, 13 February 1946

signature: Walter SCHAEFER

Signed in my presence by Herr Walter SCHAEFER, author of the above affidavit.

signature: Dr. Christian H. TIERCK
Assistant Defense Counsel at
Military Tribunal VI in
Karlsruhe

(Page 2 of original)

A: Yes.

Q: In drawing up your affidavit, were you thinking of such emergency warehouses and of that purpose?

A: If I was thinking, in quite general terms, that at the time one had to consider what measures were to be taken in the event of war and, of course, safeguarding the stocks from air raids and other dangers was one of the considerations which, as far as I can recall, was only dismissed briefly in this first meeting of the commercial committee.

Q: You cannot remember any exact facts?

A: No. I said "possibly" because I considered it possible within the framework of the whole picture.

Q: Thank you, I have no further questions.

(page 9 of original)

Quantity of "MAYE" and "SEHLING" Products on sale

| | 1930 | 1938 | 1943 | |
|-------------------------|------|------|------|-----------|
| Pharmaceutical products | 268 | 346 | 392 | |
| Gore | 235 | 270 | 289 | |
| Insecticides | 37 | 57 | 71 | |
| Total: | 540 | 673 | 752 | extra /25 |

(page 10 of original)

World Sales 1938 / Main Products

Pharmaceutical Products (without sera and Insecticides)

| | 1938 |
|--------------------------------------|-------------|
| | <u>RM</u> |
| 1.) Aspirin | 10 190 091 |
| 2.) Salvarsan | 8 947 913 |
| 3.) Protonoil | 7 177 959 |
| 4.) Atelarin | 3 500 308 |
| 5.) Campolon | 3 206 443 |
| 6.) Dimethylaminophenazon | 3 013 476 |
| 7.) Ulin | 2 585 020 |
| 8.) Phantolon | 2 366 812 |
| 9.) Pyrenolon | 2 348 366 |
| 10.) Vigentol | 2 177 833 |
| 11.) Hamaochin and Chiroplatin | 2 129 989 |
| 12.) Insulin | 2 068 198 |
| 13.) Detoxin | 1 880 668 |
| 14.) Mitigal | 1 660 980 |
| 15.) Jaminol | 1 627 517 |
| 16.) Novalgin | 1 585 270 |
| 17.) Gardan | 1 560 212 |
| 18.) Ranflavin | 1 394 888 |
| 19.) Helidol | 1 374 054 |
| 20.) Tonophosphan | 1 350 893 |
| 21.) Gargale and accessories | 1 359 795 |
| 22.) Polutin | 1 324 685 |
| 23.) Eufojodin | 1 314 106 |
| 24.) Adalin | 1 230 870 |
| 25.) Nvipan | 1 199 303 |
| <hr/> | |
| Main products together | 68 595 729 |
| Other products | 40 486 867 |
| <hr/> | |
| Total: | 108 684 596 |
| <hr/> | |

I, Georg DELZ, Leverkusen-Kueppersteg, Bebelstrasse 95, have been informed that I am liable to punishment if I make a false affidavit.

I herewith declare that my statements are true and were made in order to be submitted as evidence before Military Tribunal VI in the Palace of Justice, Nuremberg, Germany.

Signed: Georg DELZ

Document No. ister: No. 347/1948

I herewith certify the above signature written in my presence by Herr Georg DELZ, Leverkusen-Kueppersteg, Bebelstrasse 95.

Gladon, 9 March 1948

Max HECKMANN

Stamp: Counsellor of Justice (Justizrat)
 Notary Public in Gladon

Permanent Deputy for
 Justizrat Max HECKMANN:
 Notary Public

Signature: Dr. HEINRICH
 (Dr. HEINRICH)
 Assessor

(page 11 of original)

World Sales 1938/Main Products

| <u>Human:</u> | <u>USA</u> |
|--|------------|
| 1. Quadin | 2 803 601 |
| 2. Diphtheria-Serum | 2 021 193 |
| 3. Tetanus-Serum | 1 296 162 |
| 4. Gasoedar-Serum | 570 712 |
| 5. Puritanitis-Serum | 182 831 |
| 6. Venolen | 386 189 |
| 7. Sano-Yatron | 237 011 |
| 8. Diphtheria-preventive | 189 301 |
| 9. Typhus-and Paratyphus Vaccine | 153 020 |
| 10. Streptocarin | 119 806 |
| 11. Serargin | 111 836 |
| 12. Pneumococcus-Serum | 110 965 |
| 13. Typhoral | 137 118 |
| 14. Antipyogenic-Vaccine | 121 910 |
| 15. Staphar | 113 617 |
| 16. Dysenteric-Serum | 105 672 |
| 17. Meningococcus-Serum | 85 195 |
| 18. Whooping-cough Vaccine | 72 631 |
| 19. Bacterial dys | 67 299 |
| 20. Scarlet-fever-Serum | 65 100 |
| 21. Scorpion-Serum | 62 317 |
| 22. Staphylo-Yatron | 55 991 |
| 23. Cholera-Serum and Vaccine | 53 578 |
| 24. Monococcus-Serum and Vaccine | 53 252 |
| 25. Neuro-Yatron | 50 517 |
| <hr/> | |
| 25. Main products together | 9 723 560 |
| Others | 823 222 |
| <hr/> | |
| Total: | 10 546 772 |
| <hr/> | |

(page 11 of original cont'd)

| <u>Animal:</u> | <u>ISI</u> |
|---|------------|
| 1. Natrolettan | 1 026 594 |
| 2. Pig's dysentery-Serum | 813 656 |
| 3. Neosalvarsan vet. | 574 092 |
| 4. Coparit | 351 847 |
| 5. Toxanus-Serum vet. | 273 228 |
| 6. Na anol | 236 986 |
| 7. Ho; disease-Serum | 218 143 |
| 8. Entozon | 217 774 |
| 9. Methylene Blue, vet. | 167 853 |
| 10. Istisin vet. | 133 603 |
| 11. Hiyanel vet. | 129 213 |
| 12. Yastran-Vaccine E 104 | 115 008 |
| 13. Vigantol vet. | 111 457 |
| 14. Osmaron | 104 794 |
| 15. (Ile. 110)-Serum, Vaccine, Ara- cultures | 96 518 |
| 16. Garrapatidin | 93 869 |
| 17. Predon vet. | 89 795 |
| 18. Olylon | 78 003 |
| 19. Novocain vet. | 76 831 |
| 20. Astibulin | 73 467 |
| 21. Aricyl | 63 073 |
| 22. Hypophysin vet. | 60 537 |
| 23. Qualin vet. | 60 108 |
| 24. Xocetan-solution vet. | 56 672 |
| 25. Margo-bath ingredients | 54 550 |
| <hr/> | |
| 26. Main products together | 5 307 671 |
| others | 1 121 598 |
| <hr/> | |
| Total: | 6 429 269 |

I, Georg BELZ, Leverkusen-Kuoppersteg, Döbelstrasse 95, have been warned that I am liable to punishment if I make a false affidavit.

I herewith declare that my statements are true and were made in order to be submitted as evidence before Military Tribunal VI, in the Palace of Justice, Nuremberg, Germany.

Signed: Georg BELZ

Document Register No. 352/1948

I herewith certify the above signature written in my presence by Herr Georg BELZ, Leverkusen-Kuoppersteg, Döbelstrasse 95.
 Opladen, 9 March 1948

Stap: Justisrat (Counsellor of Justice)
 Max HECKMANN
 Notary Public in Opladen

Permanent Deputy for
 Justisrat Max HECKMANN,
 Notary Public

Signed Dr. HEINRICHS
 (Dr. HEINRICHS)
 Assessor

World Sales 1938/Main products
 Insecticides

| | 1938 |
|---|-----------|
| | <u>RM</u> |
| 1. Gerson | 3 891 115 |
| 2. Nisprasen | 743 116 |
| 3. Zeilo | 610 892 |
| 4. Copper Oxide (Kupferkalk) | 431 117 |
| 5. Solbar | 331 404 |
| 6. Lead Arsenate | 319 290 |
| 7. Troilin | 246 540 |
| 8. Mosprait fruit-culture | 191 142 |
| 9. Hedit | 183 064 |
| 10. Caterpillar glue, paper and belt | 174 422 |
| 11. Filtracol | 166 172 |
| 12. Nikopren (Nicotins spray) | 110 213 |
| 13. Ob. 72 | 108 184 |
| 14. Areginal | 105 218 |
| 15. Arutan | 102 683 |
| 16. Dapulan Universal | 98 295 |
| 17. Gedyl | 92 372 |
| 18. Arsenic spray for combatting potato bug | 91 626 |
| 19. Aphidon | 87 738 |
| 20. Antimonnin | 64 909 |
| 21. Certan | 50 789 |
| 22. Dapulan | 49 321 |
| 23. Gedit | 43 190 |
| 24. Staining apparatuses | 38 189 |
| 25. Arasin | 36 344 |
| <hr/> | |
| 25 main products together | 8 347 410 |
| other products | 353 969 |
| <hr/> | |
| Total | 8 701 379 |
| <hr/> | |

I, Georg HELZ, Leverkuson-Kueppersteg, Bebelstrasse 95, have been informed that I am liable to punishment, if I make a false affidavit.

I herewith declare that my statements are true and were made in order to be submitted to Military Tribunal No. VI, in the Palace of Justice, Muensterberg, Germany.
 signed: Georg HELZ

Document Register No. 355/1943

I herewith certify the above signature written in my presence by Herr Georg HELZ, Leverkuson-Kueppersteg, Bebelstrasse 95.

Opladen, 9 March 1943

Permanent Deputy for Justisrat
 Max HECKMANN,
 Notary Public
 signed: Dr. HEINRICHS
 (Dr. HEINRICHS)
 Assessor

World Sales 1938 according to countries

Pharmaceutical products, Sera, plant protection chemicals

| | | RM |
|------|------------------------|------------|
| 1.) | Germany..... | 43 894 512 |
| 2.) | Brazil..... | 7 115 278 |
| 3.) | Italy..... | 6 925 480 |
| | Albania..... | 48 808 |
| 4.) | Spain..... | 6 143 232 |
| 5.) | Argentina..... | 5 168 037 |
| 6.) | British India..... | 4 716 018 |
| 7.) | Romania..... | 4 205 954 |
| 8.) | Mexico..... | 3 484 034 |
| 9.) | Japan..... | 3 419 045 |
| 10.) | China..... | 2 960 577 |
| 11.) | Austria..... | 2 779 437 |
| 12.) | Columbia..... | 2 710 972 |
| 13.) | Dutch Indies..... | 2 409 190 |
| 14.) | Belgium..... | 2 344 369 |
| 15.) | Turkey..... | 2 152 711 |
| 16.) | Yugoslavia..... | 1 908 882 |
| 17.) | The Netherlands..... | 1 825 980 |
| 18.) | Hungary..... | 1 756 254 |
| 19.) | Chile..... | 1 751 467 |
| 20.) | Poland..... | 1 668 973 |
| 21.) | Egypt..... | 1 621 475 |
| 22.) | Czechoslovakia..... | 1 561 866 |
| 23.) | Greece..... | 1 467 066 |
| 24.) | Venezuela..... | 1 458 955 |
| 25.) | Switzerland..... | 1 194 093 |
| 26.) | Sweden..... | 1 088 361 |
| 27.) | Great Britain..... | 1 042 770 |
| 28.) | The Baltic States..... | 1 042 556 |
| 29.) | Denmark..... | 1 042 105 |
| 30.) | Portugal..... | 1 025 221 |
| 31.) | Bulgaria..... | 899 051 |
| 32.) | Peru..... | 903 754 |
| 33.) | France..... | 856 430 |

Page 14 of original

| | RM |
|--|---------|
| 34.) Uruguay | 831 449 |
| 35.) U.S.A. | 746 565 |
| 36.) Finland | 642 133 |
| 37.) Manchukuo | 621 427 |
| 38.) Norway | 578 979 |
| 39.) Straits Settlements..... | 525 583 |
| 40.) Antilles and British West Indies..... | 393 333 |
| 41.) Iran (Persia)..... | 393 910 |
| 42.) Thailand (Siam) | 376 723 |
| 43.) East Africa | 362 553 |
| 44.) Palestine | 348 132 |
| 45.) Ecuador | 294 476 |
| 46.) Guatemala | 277 717 |
| 47.) Australia..... | 271 712 |
| 48.) West Africa | 253 513 |
| 49.) San Salvador..... | 246 636 |
| 50.) Danzig | 235 228 |
| 51.) South Africa | 218 494 |
| 52.) Bolivia | 200 050 |
| 53.) Irak(Mesopotamia) | 199 984 |
| 54.) Costa Rica..... | 186 715 |
| 55.) Syria | 170 968 |
| 56.) Paraguay | 154 724 |
| 57.) Honduras | 152 978 |
| 58.) Philippines | 135 264 |
| 59.) Luxembourg | 125 164 |
| 60.) Rhodesia and Southwest Africa..... | 121 386 |
| 61.) Algeria | 101 324 |
| 62.) Nicaragua..... | 96 780 |
| 63.) Panama | 86 776 |
| 64.) Cyprus | 54 943 |
| 65.) Morocco | 43 193 |
| 66.) Arabia | 38 651 |
| 67.) Canada | 38 129 |
| 68.) Malta | 33 794 |
| 69.) Dutch Guiana | 32 826 |
| 70.) British Guiana..... | 27 160 |
| 71.) Tunisia | 18 011 |

Page 14 a of original

| | RM |
|-----------------------------|-----------------------|
| 21.) Russia | 16 915 |
| 73.) New Guinea | 16 025 |
| 74.) British Honduras | 8 780 |
| 75.) Indo China | ----- |
| ----- | ----- |
| W o r l d | T o t a l 134 362 016 |
| ----- | ----- |

I, Georg B e l z, Leverkusen- Kueppersteg, Bebelstrasse 95,
have been duly informed that I am liable to punishment
if I make a false affidavit.

I herewith declare that my statements are true and were made
in order to be submitted as evidence before Military
Tribunal No. VI in the Palace of Justice, Muenberg, Germany,

signature : Georg B E L Z

Document Registrar No. 341- 1948

I herewith certify the above signature, written in my
presence by Herr Georg B E L Z, Leverkusen-Kueppersteg,
Bebelstrasse 95.

Opladen, 9 March 1948.

The Permanent Deputy for Justizrat Max HECKMANN,
Notary Public

signature: Dr. HEINRICHS

(Dr. HEINRICHS) Assessor

Stamp: Justizrat (Counsellor of Justice)
Max HECKMANN
Notary Public in Opladen.

Page 15 of original

"BAYER" Germany - Sales of Special Pharmaceutical
Special Products(Without pharmaceutical chemicals + without plant
protection chemicals)

| | <u>1938</u> | % | <u>1939</u> | % |
|---|-------------|-------|-------------|-------|
| | RM | | RM | |
| Special "BAYER" Pharmaceutical Products and Dental | 25 648 000 | 17,6 | 31 962 000 | 22,6 |
| Sera and veterinary medicine | 5 825 000 | 4,0 | 6 103 000 | 4,3 |
| "BAYER" ..together | 31 473 000 | 21,6 | 38 065 000 | 26,9 |
| Other German firms | 113 844 000 | 78,4 | 103 285 000 | 73,1 |
| German total | 145 317 000 | 100,0 | 141 350 000 | 100,0 |

I, Georg BELZ, Leverkusen/Kuepperstieg, Bebelstrasse 95, have been informed that I am liable to punishment, if I make a false affidavit.

I herewith declare that the above-mentioned "BAYER" sales returns are authentic and were listed in order to be presented as evidence before Military Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

The total consumption for Germany was taken from the January 1941 Report concerning Estimated Consumption of Medicines in Germany for 1939. This report was submitted by the Institute for the Economic Observation of German Manufactured Goods, city of Reich Party Rally Day, Nuernberg.

signature Georg BELZ

Signed in my presence by Herr BELZ, author of the above affidavit.

(Dr. Hugó Schramm)

Defense Assistant Counsel

Leverkusen, 3 March 1948

Page 16 of original

A F F I D A V I T

I, Gerhard Z a n n , born on 1 July 1897, resident of Leverkusen - Wiesdorf, Walter Flex Strasse 10, have been warned that I am liable to punishment, if I make a false affidavit.

I here herewith make the following statement to be submitted before Military Tribunal VI in Nuernberg, voluntarily and without having been subject to any coercion:

I.) On 1 June 1924, I entered the employ of the then still independent Behringwerke A.G. Marburg, and when its business management was leased and taken over by the I.G. in September 1929, I too was taken over by the latter and transferred to Leverkusen. Within the BAYER Sales association, I have headed the serobacteriological and veterinary-medical Sales Department since 1931, which was called the "Behringwerke Department". In 1935, I was granted power of procurement, and in 1940 I became a member of the Board of Directors.

II.) "BAYER" monopoly position. Cartel agreements- Serum business. Behringwerke Department.

Public Opinion in Germany infrequently claimed that I.G. had a monopoly in almost all the fields it dealt with. This was the very argument used again and again to arouse resentment against I.G. during the III Reich. I am not in a position to take a general stand on this subject. But on the basis of my more than twenty years of experience as head of the Behringwerke Sales Department, I possess exact information concerning conditions in the field of sera and vaccines, and I have frequently opposed the opinion widespread, remarkably enough, even in I.G. circles, that we possessed virtually a 100% monopoly in the serum field. There are no public statistical documents on this subject, because competition was very strong in Germany, and generally for reasons of competition, the serum plants carefully guarded their sales returns figures as plant secrets. Even the authorities did not have exact documents.

Page 16 of original cont'd

There is however one important point of reference and that is the publications by the State Institute at Frankfurt Main, concerning the sera and vaccines sent in by the various German serum plants for governmental testing. These reports are available for the period since 1920, and even if the material published in it does not give a comprehensive picture, since in Germany by no means all the sera and vaccines were subject to governmental testing, still, the figures for the two great standard preparations, diphtheria and tetanus sera, give very valuable information concerning the relative strength of the various German serum plants.

Page 17 of original

In 1942 negotiations were conducted under the chairmanship of the Economic Group for the Chemical Industry, for the purpose of eliminating abuses in the German human serum market. On this occasion, I had a tabular list prepared of the quantities of serum which had been government - tested during the period between 1920-1941, and I am submitting it as Enclosure-I. In the general survey on Page 1, This table shows chiefly during the 21 years being used as a basis for discussion, 86.5 % of government -tested sera in Germany had been produced by the Behringwerke (In this connection, the production of the Behringwerke A.G., Marburg and that of the Hoechst Farbwerke, which were separate prior to 1930, are combined together). This proves that the Behringwerke are undoubtedly the largest and most productive German serum plant. For even if the rival plants had a somewhat larger production percentage in the field of non-government - tested sera and veterinary products, still the superior position of the Behringwerke is generally recognized.

But did the Behringwerke thus have a monopoly position in Germany or, what is more, in the world? This question must unqualifiedly be answered in the negative. The Behringwerke delivered a large part of their production abroad, according to the enclosed statistical table, Enclosure II - an average of 52 % of their entire business production for the last seven peace years, 1932-1938. Thus, in order to compare its share in the German market with that of its rivals, one must deduct more than half of the Behringwerke government - tested sera as not pertaining to Germany's domestic market. (The rest of the German serum industry participated in export to a very small extent only, --- according to information from the Chemical Industry Economic Group, in the conferences mentioned at the beginning, less than 5% of the serum export was contributed by the other German serum plants).

Page 17 of original cont'd

The table - Enclosure III a and b - show that during the past 7 years, as regards quantity, about 53% of the diphteria serum production and about 54% of the tetanus serum produced by the Behringwerke, were sent abroad. The export percentage for non-government - tested sera and vaccines must be even higher. The Behringwerke contributed at the very most 60-70 % of the German serum supply. The example of erysipelas serum shows that this figure is too high rather than too low. This serum is not included in the above. mentioned table for government- tested sera, because in addition to the Government Institute in Frankfurt /Main, there were two other testing stations in Berlin, for erysipelas, which as far as I know, have not yet published any figures. We have received exact information on this subject, however, from the Association of German Erysipelas Plants, with which all the producer plants were affiliated, since for the purpose of calculating membership dues, the association published the sales returns of the individual plants.

Page 18 of original

Thus, the Behringwerke, according to Table IV, had on the average 48.8% of the German erysipelas serum business.

Now, if in this special field which was particularly promoted by the Sales Department, the Behringwerke percentage was about 40 to 50%, then, even if one considers that especially in the case of diphtheria and tetanus serum, the tradition of the Behringwerke and the conservative attitude of German doctors helped somewhat, the Behringwerke share in the entire German serum consumption must have been about 60%.

Monopolistic conditions did not prevail in the serum field market as is proved by the fact that, for example, the Firm of Acid Serum Institut Dessau, which as shown in Table I, did not become active in the human serum field till 1932, was able in short order to obtain a considerable share of the serum business; the Acid percentage in 1940-1941: diphtheria serum: 3.6%, tetanus serum: 8.9%, and diphtheria vaccines, 12%. An additional proof that the contrary is true

is the fact that the Saechsische Serumwerke, an old respected firm which has produced serum for over 40 years was able, after the unification of the production of the Behringwerke and the Hoechst Farbwerke, to increase its percentage of diphtheria serum, which between 1921-30 had fluctuated from 4 to 7% up to an average of 10% (in 1931-32, as a matter of fact, to 16.5%, 1939-40, 15.1%, and 1940-41, 11%).

That is the position in German domestic business. as for business outside of Germany, a monopoly position of the Behringwerke is completely out of the question.

With regard to sera and vaccines which are so important and indispensable for the combatting of epidemics, almost all countries have freed themselves of the need for imports, and in the field of serum, have carried on a strict autarchic policy. Prohibitive import restrictions, customs duties, registration measures, and administrative protectionism, made the import of sera, that is their export from Germany more and more difficult, so that it was only through special quality production together with great efforts on the part

Page 18 of original cont'd

of their agents, that the Behringwerke were able to maintain their export business. At any rate the exports of the Behringwerke, which in 1932 -38 fluctuated between 2 and 4 million Reichsmark, represented only a very small fraction of the world consumption of serobacteriological products.

I have carefully read the above affidavit, and have initialed or signed each of its four pages. I affirm that I have spoken the pure truth in this affidavit .

Page 19 of original

Leverkusen, 11 February 1948

signature: Gerhard ZAHN

Signed in my presence by Herr Gerhard ZAHN, author of the
above affidavit.

signature: Dr. Hugo SCHRÄMM
Dr. SCHRÄMM, Hugo
Attorney- and-Defense Counsel

Page 20 of original

| Sales Returns | | | |
|----------------------|--------------|-------------|--|
| I.G. All branches | | of which | " B. I. Y E R " Pharmaceutical products, sera, and insecticides. |
| RM | | RM | percentage of I.G. sales |
| 1933... | 910 500 000 | 85 555 362 | 9,4 |
| 1934... | 1009 300 000 | 87 963 176 | 8,7 |
| 1935... | 1121 800 000 | 96 548 529 | 8,6 |
| 1936... | 1336 800 000 | 103 056 818 | 7,7 |
| 1937... | 1567 600 000 | 119 897 652 | 7,6 |
| 1938... | 1647 200 000 | 134 362 016 | 8,2 |
| 1939... | 1990 200 000 | 151 970 813 | 7,6 |
| 1940... | 2158 000 000 | 155 390 091 | 7,2 |
| 1941... | 2549 500 000 | 184 704 884 | 7,3 |
| 1942... | 2903 600 000 | 211 756 751 | 7,3 |
| 1943... | 3115 500 000 | 294 110 412 | 9,4 |
| 1944... | | 227 026 494 | |

I Georg BELZ, Leverkusen - Kueppersteg, Bebelstrasse 95, have been warned that I am liable to punishment, if I make a false affidavit.

The above I.G. figures were copied accurately from available reports of the I.G. Main Administration, Frankfurt and the "B.I.Y.E.R" figures, from the files of the "B.I.Y.E.R" Sales Association.

I herewith affirm that these statements are true and were made in order to be submitted as evidence before Military Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

signature : Georg BELZ

Signed in my presence by Herr BELZ, author of the above affidavit.

signature: Christian M. TIERCK

(Dr. Christian M. TIERCK)

Assistant Defense Counsel at Military Tribunal VI, Nuernberg

Leverkusen, 12 February 1948

Page 20 a of original

Enclosure 4,10

| I.G. (All branches) | of which | "B. YER" (Pharmaceutical pro- ducts, sera, insecti- cides) | |
|------------------------------|-------------|---|---|
| RM | | RM | percentage of I.G. ex- port sales |
| 1932.... | | 58 900 000 | |
| 1933.... | 406 700 000 | 60 400 000 | 14,9 |
| 1934.... | 386 900 000 | 60 300 000 | 15,6 |
| 1935... | 406 800 000 | 66 500 000 | 16,3 |
| 1936... | 403 400 000 | 71 100 000 | 17,6 |
| 1937... | 447 200 000 | 83 900 000 | 18,8 |
| 1938 (without Austria) | 396 600 000 | 87 300 000 | 22,0 |
| 1939 " | 428 100 000 | 90 200 000 | 21,1 |
| 1940 " | 370 300 000 | 75 500 000 | 20,4 |
| 1941 " | 441 400 000 | 85 600 000 | 19,4 |
| 1942 " | 505 000 000 | 89 400 000 | 17,7 |
| 1943 " | 614 400 000 | 154 700 000 | 25,2 |
| 1944 " | | 89 300 000 | |

4 - 0 22

Page 21 of original

I.G. Export Sales Return
of All Branches

| | RM |
|----------------------|-------------|
| 1933 | 406 700 000 |
| 1934 | 386 900 000 |
| 1935..... | 406 800 000 |
| 1936 | 403 400 000 |
| 1937 | 447 200 000 |
| 1938 without Austria | 396 600 000 |
| 1939 " " " | 428 100 000 |

I, Georg BELZ, Leverkusen- Kueppersteg, Bebelstrasse 95 have been warned that I am liable to punishment, if I make a false affidavit.

The above I.G. figures were taken from the available former reports of the I.G. Main Administration, Frankfurt.

I herewith affirm that the above statements were copied accurately in order to be submitted as evidence before Military Tribunal No. VI, in the Palace of Justice, Nuernberg, Germany.

signed: Georg BELZ

Document Register No. 357/1948

I herewith certify the above signature written in my presence, as being that of Herr Georg BELZ, Leverkusen-Kueppersteg, Bebelstrasse 95.

Opladen, 9 March 1948.

Permanent Deputy for Justizrat Max HECKMANN.

Notary Public

signed: Dr. HEINRICHS

Stamp: Councillor of Justice (Dr. Heinrichs)
 (Justizrat) Assessor

Max HECKMANN
 Notary Public
 in Opladen

Page 22 of original

I, Johann Wilhelm BELZ, born on 20 September 1901, resident of Opladen, Humboldtstrasse 27, have been warned that I am liable to punishment, if I make a false affidavit.

I herewith make the following statement to be submitted before Military Tribunal No. VI, in Nuernberg, voluntarily and without having been submitted to any coercion:

- 1) I have been an employee of the dye plants, formerly Meister Lucius & Bruening, Hoechst on the Main, later I.G. Farbenindustrie, Aktiengesellschaft, Leverkusen since 1922. I was employed within the "B.YER" sales association as price calculator.
- 2) My work files for 1935-1942 show that the following figures correspond to the actual payments and entires for ZAV (Supplementary Export Procedure):

| Year | Export Tax | Export Refunds | Export Refunds |
|-------|--|---|--|
| | Zeffi's charge to Pharma as a share of the payments to the economic groups | from Pharma received from the ZAV equals % of the export tax. | from Pharma received from special licenses equals % of the export tax. |
| | RM | RM | RM |
| 1935 | 1.781.000.- | 359.000.- | 134.000.- |
| 1936 | 1.657.000.- | 319.000.- | 377.000.- |
| 1937 | 1.735.000.- | 553.000.- | 546.000.- |
| 1938 | 1.996.000.- | 619.000.- | 377.000.- |
| 1939 | 2.324.000.- | 905.000.- | 437.000.- |
| 1940 | 2.741.000.- | 590.000.- | 165.000.- |
| 1941 | 2.937.000.- | 162.000.- | 6.000.- |
| 1942 | 719.000.- | --- | --- |
| | 15.890.000.- | 3.607.000.- | 2.042.000.- |
| Total | RM 5.649.000.- | = 35 ² % | of the export tax. |

I have carefully read the above affidavit and initialled or signed this page in my own handwriting. I herewith affirm that I have told the pure truth in this affidavit.

Leverkusen, 9 February 1948 signature:
Johann Wilhelm BELZ
Signed in my presence by Herr Johann Wilhelm BELZ
author of the above affidavit.

signature: Dr. Christian H. TUERCK
Assistant Defense Counsel at
Military Tribunal VI, Nuernberg.

Page 23 of original .

E X C E R P T F R O M

Minutes of the 175th Conference of
the "BAYER" Board of Directors

(Sales association for Pharmaceutical products and
I insecticides)
in Leverkusen on 18 August 1937, at 0900 hours.

Present: W.R. MANN (Chairman)
DUISBERG
GROBEL
VERTENS
BERNARD
HAUSER
KLOEPPEL
PAULMANN
TESHMAR
TRIMMANN
FETTE
NEUMANN
SCHEMBERG
BELS
GEHRING (Records)
SCHEIDE (temporary)

.....
484) Promotion of exports.

It was stated that we shall continue to devote our utmost attention to export and that wherever possible we should not pass up any business; nevertheless we shall also continue to refrain from taking on business, if we cannot compensate any loss acquired thereby with the help of the Z.V (Supplementary Export Procedure) and the EFK (Export Promotion Account).

.....
Approved:

signature : MANN

Page 24 of original

A F F I D A V I T

I, Alexander BRAEUNINGER, born on 1 May 1891, resident of Leverkusen - Wiesdorf, Karl Krekelerstrasse, have been informed that I am liable to punishment, if I make a false affidavit. I herewith make the following statement to be submitted to Military Tribunal VI in Nuremberg voluntarily and without having been submitted to any coercion:

- 1.) I have been an employee of the dye works, formerly known as Meister Lohs and Bruening, Frankfurt/Main-Hochst, later, the I.G. Farbenindustrie Aktiengesellschaft, Leverkusen, since October 1913. I was employed in the "BAYER" Sales association as "Head of 'BAYER' Central Department 'K'."
- 2.) The administration of the "BAYER" branch had issued a directive that business should not be taken on, if compensation for any loss acquired thereby could not be made with the help of the Z&V (Supplementary Export Procedure) and the EFK (Export Promotion Account). I know of no instance in which this directive was disregarded.

I have carefully read the above affidavit and signed it in my own handwriting.

I herewith affirm that I have told the pure truth in this affidavit.

Leverkusen, 3 March 1948. signature: Alexander BRAEUNINGER
(Alexander Braeuninger)

Signed in my presence by Herr Alexander BRAEUNINGER, author of the above affidavit.

signature : Dr. Hugo SCHRAMM
(Dr. Hugo SCHRAMM)
Attorney and Defense Counsel

Affidavit

I, Guenther HAUSEN, born on 13 August 1894, resident of Leverkusen Schlebusch 1, have been informed that I am liable to punishment, if I make a false affidavit. I herewith make the following statement to be submitted before Military Tribunal VI, in Nuremberg, voluntarily, and without having been subjected to any coercion:

I.) On 1 April 1923, I entered the employ of the then Badische Anilin- und Sodafabrik as a book-keeper, and in 1930, I was transferred to Leverkusen. In 1932, I was granted power of procurement, and I became head of the "Bayer" Sales Book-Keeping Department.

II.) The "Bayer" export plan was of utmost importance for the maintenance of foreign business, above all for "Bayer", in view of the German foreign exchange regulations. The general approval of licenses in accordance with Directives IV/18 (additional costs in exchange of goods) was restricted more and more during 1940, sometimes even completely eliminated, so that the continuation of foreign trade was jeopardized, if the foreign currency exchange laws were not violated. In case of violation of the currency laws, ^{harsh} penalties were threatened not only for the firm but also for each individual export. As a result of the "Bayer" Export Plan, "Bayer" again received authorization to pay for all additional business costs abroad. In addition, as a result of the "Bayer" Export Plan, expenditures were subsequently approved for manufacturing plants abroad, which had been previously realized through export proceeds. On the basis of the "Bayer" Export Plan, later investments authorized for factories abroad, chiefly so that the "Bayer" agencies abroad could continue operations, even

Document Book III MJNN
MJNN Document No. 206
Exh. No.

(page 1 of original, cont'd.)

after being cut off from the parent company.

I have carefully read the foregoing affidavit and have initialled
or signed each of the two pages in my own handwriting.

I herewith declare that I have spoken the pure truth in this
affidavit.

Leverkusen, 30 January 1948

Signature: Guenther HAUSEN

Signed in presence by Herr Guenther HAUSEN, author of the above
affidavit.

signature: Dr. Christian H. TUECK

(Assistant Defense Counsel at Military
Tribunal VI, Nuremberg)

Affidavit

I, Alfred HAUSER, born on 24 November 1882, resident of Leverkusen - Wiesdorf, Heymannstrasse 58, have been warned that I am liable to punishment, if I make a false affidavit. I herewith make the following statement to be submitted before Military Tribunal VI in Nuremberg, voluntarily, and without having been subjected to any coercion:

1) I was an employee of the dye-works (formerly Meister LUDWIG & BRUNING) Hoechst on the Main, later the I.G. Farbenindustrie Aktiengesellschaft, Leverkusen, from 1 December 1912 to 1 July 1946. I was employed in the "BAYER" Sales association as Head of Sales Department C-4, which handled the pharmaceutical business in Latin America. Upon reaching the age limit, I was pensioned off on 1 July 1946.

2.) The BAYER Export Plan originated at the beginning of 1940, as a result of our efforts to keep our overseas agencies in a position to continue deliveries, even if the war should be prolonged. It was approved by the appropriate authorities of the German Government, because it showed promise of resulting in an additional income of foreign currency.

For Latin America, the territory which I handled, the BAYER Export Plan contemplated, on the one hand, shipments of goods on the routes still open through neutral countries especially, Italy, and Russia, - Japan,

On the other hand, it also included a considerable expansion of the already existent manufacturing plants in Latin America.

Thus, in 1940, the Reich Ministry of Economy authorized the following new investments for manufacturing purposes:

| | |
|--------------|--------------|
| in Mexico | RM 150.000,- |
| in Brazil | " 150.000,- |
| in Chile | " 100.000,- |
| in Argentina | " 450.000,- |

Document Book III MANN
Document No. 616
Exh. No.

(page 1 of original, cont'd)

The particularly high amount for Argentina can be explained by the fact that a large new plant was erected there for the production of biological drugs, particularly the liver preparation called Caspolon.

Since, during this first year, the BAYER Export Plan developed according to our expectations, the Reich Ministry of Economy was willing to approve additional investments for 1941 as well, — namely:

(Page 3 of original)

| | |
|---------------|--------------|
| in Mexico | RM 200,000,— |
| " Brazilian | " 100,000,— |
| " Chile | " 100,000,— |
| " Argentinian | " 400,000,— |
| " Columbian | " 200,000,— |

In Argentina, considerable sums were required due to the completion of the above-mentioned new plant as well as the further expansion of the BEHRING Institute which had been erected before the war. In Columbia, we erected our own warehouse, and also BEHRING Institute, the latter for the production of sera and vaccines.

In 1941, the BAYER Export Plan for Latin America was terminated as it could no longer be continued, because of new developments in the war.

I have read the foregoing affidavit carefully and have initialed or signed each of its two pages.

I herewith affirm that I have told the yare truth in this affidavit.

Leverkusen, 3 March 1948.

signature: Alfred HAUSER

Signed in my presence by Herr Alfred HAUSER author of the above affidavit.

signature: Dr. Hugo SCHRAMM

Attorney and Defense Counsel

Affidavit.

I, Dr. Josef GEORGE, born on 26 October 1891, resident of Opladen, Am Frankenberg 2, have been warned that I am liable to punishment, if I make a false affidavit. I herewith make the following statement to be submitted to Military Tribunal VI in Nuremberg, voluntarily and without having been subjected to any coercion:

- 1) On 15 March 1936, I entered the employ of I.G. Farbenindustrie and from 1 May 1936 on, as Director, I managed the export trade in pharmaceutical products in Europe. I have not worked for the I.G. Farbenindustrie since 15 February 1946.
- 2) Upon the outbreak of war, the European export business in various countries suffered first of all, particularly in the countries which were immediately drawn into the theater of military operations. Ever and above that, the neutral countries placed great demands upon us, which could not be filled during the first months. At first there was a general freezing of deliveries to European countries, until arrangements in Germany could be clarified, and the production capacities, which were dependant upon raw material delivery, and supplies, could be assured, and until the reaction of the various countries concerned, to the events of the war, could be ascertained. At the same time, the effect of military conscription upon production capacity was of decisive importance. All of these questions and the difficulties connected with them were cleared up during the first months, but were not solved, since the requirements of the German Wehrmacht were of paramount importance. Then the order of priority became more and more crystallized during the following years: German military, civilian sector in Germany, and then export. In Germany, as is known, we had an economic system which was guided and directed by the Government, a system, which, during the course of the further development of the war, took on a more and more rigorous shape.

(Page 1 of original, cont'd)

The executive organs were: the Reich Ministry of Economy, the Reichsgruppe for Industry, and the Fachgruppen (special groups) under it. Exports were directed by these agencies, both as to countries of destination as well as to nature of the products sent. The determining factor for the latter was the raw material situation in Germany and the priority of military supply. In April 1940, in order to relax exports to a certain extent, the Reich Ministry of Economy approved our, that is of the "BAYER" Division of the I.G. Farbenindustrie, "BAYER" Export Plan in order to guarantee the world markets a supply of German pharmaceutical products. In this Export Plan, authorization was extended, on principle, for the erection of production or manufacturing plants, for the production and completion of pharmaceutical products which, in view of the overall situation, could no longer be exported to the countries concerned. The following expenditures were approved for these countries:

(Page 2 of original)

| | | |
|------------|----|-----------|
| Spain | RM | 500,000,— |
| Italy | " | 40,000,— |
| Jugoslavia | " | 10,000,— |
| Hungary | " | 10,000,— |
| Rumania | " | 250,000,— |
| Holland | " | 4,000,— |

In this connection, it should be pointed out at once, that the plan for producing silverware in Rumania was not carried out, and that the money for Jugoslavia, Hungary, and Holland was merely for the production of ready made goods within the countries concerned.

This Export Plan was first drawn up for one year, subject to revocation, and was then extended for one year. After the lapse of this period, as a result of the deterioration in the general situation regarding economic policy, every export delivery of scarce products and every export for European countries was gradually made dependant upon special licenses which were obtained, in part on a global basis, by negotiations with our experts in Berlin through our Department for Economic Policy, and partly through individual licenses. These measures, directives, and requests disrupted the normal development of the export business very seriously, and new positive or negative factors were added in the individual countries, according to the development of the military situation.

The Export Plan was also in the interest of supplying the occupied territories with medicines, for without the approval, at the time, of the "BAYER" Export Plan, the occupied European countries could not have been so completely supplied with our drugs.

In view of the rapid consumption of the foreign currency of the Reich, an extremely rigorous system of control was established, in order to guarantee the importation of foreign currency. Every such expenditure

(Page 2 of original, cont'd)

abroad, had to be approved by the office for foreign currency control, if it was not included under normal sales and advertising costs.

All commercial considerations had to be employed, in order to increase the importation of foreign currency. This importation of foreign currency naturally had to be kept in relation with the up-and-down fluctuations in the difficulties of export.

As the war continued, the Reich Government and especially the Reich Ministry of Economy set particularly high rates for sales costs and ordered strict throttling of advertising costs, and in this connection, even part of the payments made to German employees abroad had to be in Reichsmark in Leverkusen. I have carefully read the above affidavit and initialed or signed each of its two pages.

I herewith affirm that I have told the pure truth in this affidavit.

Opladen, 5 February 1948

signature : (Dr. Josef GROEHL)

Document Book III MANN
MANN Document No. 113
Exhibit No.

(Page 3 of original)

Signed in my presence by Herr Dr. J. GROEBEL, author of the foregoing
affidavit.

signature

(Dr. Hugo SCHRAMM)

Attorney and Defense Counsel

"Bayer" Sales Abroad
Pharmaceutical products, Sera, Insecticides

| | <u>RM</u> |
|----------------------------|------------|
| 1938 without Austria | 87 300 000 |
| 1939 " " | 90 200 000 |
| 1940 " " | 75 500 000 |
| 1941 " " | 85 600 000 |
| 1942 " " | 89 400 000 |

I, Georg WELZ, Leverkusen, Kuppersteg, Sebelstrasse 95, have been warned that I am liable to punishment, if I make a false affidavit. I herewith declare that my statements are true and were made in order to be submitted as evidence before Military Tribunal No. VI in the Palace of Justice, Nuremberg, Germany.

signed: Georg WELZ

Document Register No. 1362 /1948

Signed before me by Herr Georg WELZ, author of the foregoing affidavit.
Leverkusen-Kuppersteg, Sebelstrasse 95,

Opladen, 9 March 1948

The Permanent Deputy of Justizrat Max HECKMANN,

Notary Public

signature: Dr. HELNRICHS
(Dr. HELNRICHS)

Assessor

Stemp: Justizrat
Max HECKMANN
Notary Public in Opladen

* Bayer * Pharmaceutical Products, Sera, Insecticides

| Sales in Foreign countries | | Germany Sales to Civilians | | Wehrmacht Sales | | Total Sales | | Total Profits | | Advertising and Sales Costs | |
|----------------------------|------------|----------------------------|------------|-----------------|------------|----------------|------------|----------------|------------|-----------------------------|------------|
| Millions of RM | % of total | Millions of RM | % of total | Millions of RM | % of total | Millions of RM | % of total | Millions of RM | % of Total | Millions of RM | % of Total |
| | | | | | | | | | | | |

I, Georg BELZ, Leverkusen - Kuepperstieg, Bebelstrasse 95, have been warned that I am liable to punishment, if I make a false affidavit.

I herewith declare that my statements are true and were made in order to be submitted before Military Tribunal No. VI, in the Palace of Justice, Nuremberg, Germany.

signed: Georg BELZ

Leverkusen, 5 January 1948

I herewith certify and attest that the above signature of Georg BELZ, Leverkusen-Kuepperstieg, Bebelstrasse 95, was written in my presence, on 5 January 1948

signed: Dr. Erna KROEN
Dr. Erna KROEN
Assistant Defense Counsel
Nuremberg Tribunal

Leverkusen, 5 January 1948

Bayer PHARMA-SERA-PFLANZENSCHUTZ

Dok. J. 1001 MASS Nr. 54
Exhibit Nr.

| | Ausland Umsatz | | Deutschland Zivil-Umsatz | | Wehrmacht Umsatz | | Gesamt-Umsatz | | Gesamt-Gewinn | | Werbe- und Verköst. | | |
|------|-------------------------|------|--------------------------|------|------------------|------|---------------|-------|---------------|------|---------------------|------|------|
| | Mill. RM | % | Mill. RM | % | Mill. RM | % | Mill. RM | % | Mill. RM | % | Mill. RM | % | |
| 1930 | 67,9 | 72,1 | 26,0 | 27,7 | - | - | 93,9 | 100 | 74,7 | 79,7 | 29,2 | 31,2 | |
| 1931 | 67,6 | 72,5 | 25,3 | 27,5 | - | - | 92,9 | 100 | 73,9 | 79,7 | 28,2 | 30,4 | |
| 1932 | 58,9 | 70,7 | 23,2 | 26,3 | - | - | 82,1 | 100 | 73,7 | 90,0 | 23,8 | 29,0 | |
| 1933 | mit Oesterreich 60,4 | 70,9 | 25,2 | 29,3 | - | - | 85,6 | 100 | 71,8 | 83,9 | 28,1 | 32,8 | |
| 1934 | 60,3 | 68,5 | 27,7 | 31,5 | - | - | 88,0 | 100 | 7,9 | 8,9 | 29,7 | 33,7 | |
| 1935 | 66,5 | 68,7 | 30,0 | 29,7 | - | - | 96,5 | 100 | 74,3 | 76,9 | 28,6 | 29,7 | |
| 1936 | 71,7 | 69,1 | 32,0 | 31,2 | - | - | 103,7 | 100 | 74,3 | 71,7 | 33,3 | 32,1 | |
| 1937 | 83,9 | 74,1 | 35,6 | 24,7 | 0,4 | 6,2 | 119,9 | 100 | 22,0 | 18,3 | 38,2 | 32,0 | |
| 1938 | 87,3 | 66,1 | 44,0 | 22,1 | 3,7 | 4,2 | 134,4 | 100 | 19,3 | 14,3 | 46,3 | 34,5 | |
| 1939 | 90,2 | 69,5 | 54,7 | 26,1 | 7,1 | 5,3 | 152,0 | 100 | 32,6 | 21,4 | 41,4 | 27,2 | |
| 1940 | 75,5 | 60,1 | 64,1 | 21,7 | 15,8 | 10,4 | 155,4 | 100 | 40,9 | 26,3 | 37,7 | 24,2 | |
| 1941 | 85,6 | 60,1 | mit Oesterreich 78,0 | 21,7 | 21,7 | 14,1 | 14,1 | 184,7 | 100 | 45,0 | 24,3 | 46,0 | 24,9 |
| 1942 | 89,4 | 60,1 | 94,9 | 27,5 | 27,5 | 27,5 | 211,8 | 100 | 62,4 | 29,4 | 40,0 | 18,9 | |
| 1943 | 154,7 | 70,1 | 102,0 | 24,4 | 34,4 | 20,0 | 290,1 | 100 | 107,3 | 37,0 | 51,2 | 17,6 | |
| 1944 | 89,0 | 60,1 | 110,1 | 27,4 | 27,4 | 27,4 | 227,0 | 100 | 71,4 | 31,4 | 35,3 | 15,5 | |
| 1945 | 4,7 | 60,1 | 63,6 | 3,2 | 3,2 | 3,2 | 91,4 | 100 | 8,0 | 8,7 | 13,2 | 14,5 | |

Ich Georg Beltz Leverkusen-Küppersieg, Babelstraße 95 bin darauf aufmerksam gemacht worden daß ich mich strafbar mache wenn ich eine falsche Eidesstattliche Erklärung abgebe.

Ich erkläre an Eidesstatt, daß meine Angaben der Wahrheit entsprechen und gemacht wurden, um als Beweismaterial dem Militärgerichtshof Nr. VII im Justizpalast Nürnberg, Deutschland, vorgelegt zu werden.

Georg Beltz

Leverkusen, den 5.1.1948

Die vorstehende, von mir anerkannte eigenhändige Unterschrift des Georg Beltz, Leverkusen-Küppersieg, Babelstraße 95 ist vor mir, Dr. Erna Kroen, Assistent-Defense Counsel, Nürnberg Tribunal am 5.1.48 hier selbst geleistet, was hiermit beglaubigt und von mir beswungen wird.

Dr. Erna Kroen

Leverkusen, den 6.1.1948

Extra 125

(Page 34 of original)

Affidavit

I, Dr. Reinhold KREBS, born on 2 September 1880, resident of Cologne Richl, Amsterdamstrasse 46, have been warned that I am liable to punishment, if I make a false affidavit. I herewith make the following statement to be submitted to Military Tribunal VI in Eurenberg, voluntarily and without having been subjected to any coercion:

1. I entered the employ of the I.G. Farbenindustrie Aktiengesellschaft on 1 October 1911, and since 1 January 1931, I have been employed as Director in the Pharmaceutical Sales Department.
2. I was in charge of the department for agreements and contracts, and on the basis of my own work in all questions pertaining thereto, I can say briefly that "BAYER" did not belong to a cartel or a syndicate. Agreements, arrangements freely arrived at and sales regulations were constantly made, and, according to the market situation, frequently altered, in order to take new conditions into consideration. There were both purely German as well as international agreements which were all made or altered by the free consent of the parties concerned. The numerous contracts naturally entailed "BAYER"'s voluntarily imposing restrictions upon itself in the sale of both pharmaceutical chemicals and (omission in text), so that neither monopolies nor monopolistic obligations were possible.

I have carefully read the above affidavit, and signed it in my own handwriting.

I herewith affirm that I have told the pure truth in this affidavit.

Leverkusen, 11 February 1948

signature: Dr. Reinhold KREBS
(Dr. Reinhold KREBS)

Document Book III MANN
MANN Document No. 56
Exhibit No.

(Page 34 of original, cont'd)

Signed in my presence by Dr. Reinhold KRESS, author of the
forgoing affidavit.

signature: Dr. Christian H. TUEBCK
(Dr. Christian H. TUEBCK)
Assistant Defense Counsel at
Military Tribunal VI, Nuremberg

AFFIDAVIT.

I, Werner DE WARD, born on 5 November 1895, resident of Leverkusen-Schloebusch III, Gluckstrasse 21, have been warned that I am liable to punishment, if I make a false affidavit. I herewith make the following statement to be submitted before Military Tribunal VI in Nuremberg, voluntarily and without having been subjected to any coercion:

- 1.) Since 15 November 1921, I have been an employee of the dye factories, formerly called Friedrich BAYER & Co., later I.G. Farbenindustrie, Aktiengesellschaft, Leverkusen. I am employed in the "BAYER" Sales Association as procurist in Sales Department G for pharmaceutical products (USA, Canada, West Indies, England, Union of South Africa, Australia, New Zealand, Latin America, the Near East).
- 2.) On the basis of still available documents, which I have carefully checked, I can make the following statement concerning I.G. deliveries of pharmaceutical products to the USA:

The Winthrop Chemical Co., New York, used to place orders with us partly for finished products, and partly for intermediate products and production goods for pharmaceutical specialities. We always filled these orders regularly as requested, within our capacity to deliver, and using our best shipping facilities and giving very careful consideration to the requests made by New York.

Holoerin and Novodianin, the production goods for Atobrine ordered by Winthrop, were delivered to them, and thus the orders placed with us were completely filled.

In accordance with Winthrop's orders, Columbia Acid, Acetyl Columbia Acid and Prontosil S, the production goods for Sulfonamide preparations, were delivered, these goods being destined for the

(page 1 of original cont'd)

production of prontosil soluble preparations (tablets and solution); in addition, 3 production goods for Prontosil album were delivered.

The excess delivery, by weight, which occurred in special instances, can be explained by the fact that goods destined for shipment were not 100% pure, but had a small amount of impurity.

Even after the outbreak of the European war, we made every attempt to deliver the goods to Wintrop.

(page 2 of original)

After the Atlantic sea route had become dangerous, the goods were directed partly through Siberia, partly through South America, and partly by air freight, through Italy, Natal, and South America. It was not until 1941 that our deliveries to our USA partner had to be stopped.

I have carefully read the above affidavit and initialled or signed each of the two pages.

I herewith affirm that I have told the pure truth in this affidavit.

Leverkusen, 11 March 1948

Signature: Werner BEHMERS

Signed in my presence by Herr Werner BEHMERS, author of the foregoing affidavit.

Signature: Dr. Hugo SCHWELM
Attorney and Defense Counsel

AFFIDAVIT

I, Dr. Hugo SCHMIDT, born on 7 October 1892, resident of Lowerkussen-
Bayerwerk (Factory club), have been informed that I am liable to
punishment, if I make a false affidavit.

I herewith make the following statement to be submitted before
Military Tribunal VI in Nuremberg, voluntarily and without having
been subjected to any coercion:

1.) On 17 October 1921, I entered the Legal Department of the Dye
Factories formerly called Friedrich BAYER & Co. When the I.G.
Farbenindustrie Aktien-Gesellschaft was amalgamated, I was granted
power of procurement and was made head of the Legal Department. As
a result of constantly increasing legal questions in the Legal
Department of the "BAYER" Sales Association, the "BAYER" Legal and
Administrative Department was founded in 1944, and I was placed
in charge of it.

2.) In Contract 2, dated 28 March 1941, the "BAYER" Sales Association
renounced, in favor of Rhone-Poulenc, the right to produce and sell
in France, and the French colonies and protectorates, for 50 years.
Compared with the ordinary agreements that the "BAYER" Sales
Association had made with other countries, this was quite an
unusual concession.

All contracts concerning the "BAYER" Sales Organization are
kept and controlled in my Department. On the basis of the information
I have thus amassed, I can herewith state that such a renunciation
of the right to produce and sell with such far-reaching infliction as
in the Rhone-Poulenc case, was also made only in the contracts with
the American sterling group. These contracts were made in 1923,
during a post-war period which was very difficult for a German enter-
prise, in order to eliminate pending trials and to avoid additional
ones which could result, especially from the transfer of our American

Document Book III IANN
IANN Document No. 502
Exhibit No.....

(page 1 of original cont'd)

trade-marks by the Allied Property Custodian. In no other instance did the "BAYER" Sales Association similarly renounce the right to produce and to sell.

I have carefully read and signed the above affidavit. I herewith affirm that I have told the pure truth in this affidavit.

Leverkusen-Bayernwerk, 23 February 1948

Signature: Dr. Hugo SCHUMER
(Dr. Hugo SCHUMER)

Signed before me, in my presence by Dr. Hugo SCHUMER, author of the foregoing affidavit.

Signature: Dr. Christian H. TUESCH
(Dr. Christian H. TUESCH)
Assistant Defense Counsel at
Military Tribunal VI, Nuremberg.

Affidavit

I, Dr. Josef GROBEL, born on 26 October 1891, resident of Opladen, Am Frankenberg 2, have been warned that I am liable to punishment, if I make a false affidavit. I herewith make the following statement to be submitted before Military Tribunal VI, in Nuremberg, voluntarily and without having been subjected to any coercion:

- 1) On 15 March 1926, I entered the employ of the I.G. Farbenindustrie and from 1 May 1936 on, I was director for the export trade in pharmaceutical products for Europe. I have not worked for the I.G. Farbenindustrie since 15 February 1946.
- 2) The position of I.G. liaison agents was created, in order to assure as close a co-operation as possible among the individual agencies of the I.G. branches abroad. The individual agencies were independent and were not connected either juridically or through personnel. Constantly mounting difficulties abroad categorically required exchanges in certain fields, among the individual agencies of I.G. branches within the same country. Among these difficulties were quotas, import difficulties of a general nature, customs measures, taxation, devaluation, autarchy, control of foreign currency etc. In order to safeguard this exchange, a so-called liaison agent, that is one of the leading men in an I.G. branch, was appointed in each country. These men were generally from another branch and not from Bayer. At certain intervals, they called a meeting. Minutes would be drawn up of this meeting and sent to the office of the Commercial Committee, Berlin NW 7. This office prepared copies of these minutes and sent one, each time, to the Vorstand member of the branch concerned.

I have carefully read and signed the foregoing affidavit.

Document Book III 4438
MAN Document No. 549
Exh. No.

(page 1 of original, cont'd.)

I herewith declare that I have told the pure truth in this affidavit.

Opladen, 6 February 1948

signature: Dr. Josef GROHEL
(Dr. Josef GROHEL)

Signed in my presence by Dr. J. GROHEL, author of the above affidavit.

signature: Dr. Hugo SCHRAMM
(Dr. Hugo SCHRAMM)

Attorney and Defense Counsel

Affidavit.

I, Alfred HAUSER, born on 24 November 1882, resident of Leverkusen-Wiesdorf, Haymannstrasse 58, have been warned that I am liable to punishment, if I make a false affidavit. I herewith make the following statement to be submitted before Military Tribunal VI in Nuremberg, voluntarily and without having been subjected to any coercion.

- 1) From 1 December 1912 on, I was an employee of the Dye-Works (formerly Meister-Lucius-Eruening) at Hoechst on the Main, later called the I.G. Farbenindustrie, Aktiengesellschaft, Leverkusen. Having reached the age limit, I was pensioned off on 1 July 1946. I was employed in the "Bayer" Sales Association as Head of Sales Department C 4, which handled the pharmaceutical business in Latin America.
- 2) Soon after National Socialism had assumed power in Germany, certain elements began to carry on hostile propaganda in Latin American countries. Since, in particular, this hostile propaganda exhorted the population to a boycott of German goods, the business interests of the Bayer Firm were gravely endangered. This fact caused the Bayer firm to consider how to protect its business interests. It therefore suggested to its agents in the individual countries that they counteract this instigation to boycott, in a manner which they deemed most effective, by explaining actual conditions which were being greatly exaggerated by the hostile propaganda. In this connection, it was merely an independent act that was being contemplated, and not a joint one with Party or government offices. For some countries, however, among them, Brazil and Uruguay, Party offices demanded, by a fixed date, the addresses contained in the card-files of our foreign agencies. By some means unknown to us, the Party offices had found out about the existence^{of} these address files.

Document Book III MANN
MANN Document No. 226
Exh. No. 11111

(page 1 of original)

In view of the conditions of political power prevailing at the time, there was no possibility of evading this constant pressure of the Party and of the authorities. The address files concerned contained the addresses of customers, that is doctors, pharmacists, druggists etc. BAYER, itself, in Leverkusen did not give out any address files on the Latin American countries.

(page 2 of original)

I have carefully read and signed the above affidavit.

I herewith affirm that I have told the pure truth in the above
affidavit.

Leverkusen, 11 February 1948

signature: Alfred HAUSER

Signed in my presence by Herr Alfred HAUSER, author of the above
affidavit.

signature: Dr. Christian H. TIERCK

Assistant Defense Counsel

at Military Tribunal VI

Nuremberg

"BAYER-Meister LUCIUS"

..... Pharmaceutical Department
..... I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT
.....

TO: Pharmacist HAUSER

Leverkusen, I.G. Plant
29 March 1933

Board of Directors Circular No. 23

Board of Directors, Pharmaceutical Department
Secretariate

Personal:

(This circular is being sent to all organizations abroad and overseas, and, for purposes of information, to the heads of German Pharmaceutical Offices).

Strictly confidential!

Subject: Agitation against German goods abroad.

The national revolution in Germany, which represents a natural reaction to the muddle state of affairs of recent years and not least to Marxist-Communist agitation, has developed with unparalleled peace and order. The present German Government has the right to claim that it has won a victory against the enemy of the entire world, Bolshevism, a victory^{by} which will benefit not only Germany but also all civilized peoples of the earth. It carried out this battle in a manner which clearly demonstrated the will for self-discipline and the readiness to submit to firm leadership. It is all the more regrettable that some, very few, unimportant incidents, which practically speaking were unavoidable, in view of a governmental revolution of such tremendous proportions, have been taken up by a large part of the foreign press as an occasion to disseminate atrocity propaganda against Germany, with the slogan "Combat German Goods!"

Since our immediate business interests have also been affected by these political developments, we feel it important, both because of this fact and also especially because of our duties as Germans,

Document Book III MAIN
Document No. 525
Exhibit No.....

(page 1 of original, cont'd)

to tell you explicitly for our part as well, that the contents

NOTE: These letters are to be kept according to serial number,
in a special file in the personal custody of the addressee.

The enclosed form

(page 2 of original)

for acknowledgment of receipt is to be sent to the Pharma
Direktions-Sekretariate, Leverkusen. The form for acknowledgment
of receipt is not, however, to be used for other announcements,

(Page 2 of photostatic copy)

"BAYER-WEISTER LUDIUS"
I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

Board of Directors' Circular No. 23, 29 March 1933 Page 2

of all the atrocity tales being spread abroad about mistreatment
of political opponents and Jews is in no way in keeping with the
facts. Germany which has always been a land of perfect order and self-
discipline, can even today lay claim to being counted among the
calmest countries of Europe. The security of each and every
individual is guaranteed in every respect, and no harm is being
done ^{to} anyone, even political opponents or Jews. We regret exceed-
ingly that the conduct of certain foreign elements has led to
counter-action in Germany, against Jewish businesses, and hope
that this is merely a temporary reaction. The events which have
been disturbing the economy of the entire world can be decisively
stopped, however, only if those who think justly and rationally
gain the upper hand in the countries which have been causing
this disturbance. We therefore urgently request you, immediately
upon receipt of this letter, to contribute to the clarification
of the actual facts, in a manner which you deem suitable and adapted
to the special conditions of your country, by visiting leading
personalities of the country and the editors of influential
papers, or by circulars to doctors and the rest of your clientele.
We request in particular that you emphasize as effectively as
possible that part of our letter which states that there is not
a true word in all the lies and atrocity stories being disseminated
abroad.

Document Book III MAINS
Document No. 525
Ex.No.....

(page 2 of original, cont'd)

We request that you submit a report as soon as possible to our
Pharma Directions-Sekretariat, concerning the success of the
steps you have taken.

Signature: MAINS,
Head of the Sales Association
Pharmaceutical Products of the
I.G. Farbenindustrie
AKTIENGESELLSCHAFT

Affidavit

I, Alfred HAUSER, born on 24 November 1882, resident of Leverkusen - Wiesdorf, Heymannstrasse 58, have been informed that I am liable to punishment, if I make a false affidavit. I herewith make the following statement to be submitted to Military Tribunal VI in Nuremberg, voluntarily and without having been subjected to any coercion:

- 1) On 1 December 1912, I entered the employ of the Dye Plants (formerly Meister-LUCIUS-BRÜNING) in Rocchat, and on 1 January 1926, after the amalgamation of I.G. Farben, I joined the Pharmazutika Sales Association in Leverkusen. From 1 December 1929 on, I was head of Sales Department C 4, which handled the pharmaceutical business for Latin America. After reaching the age limit, I was pensioned off on 1 July 1946.
- 2) I was shown Documents NI 4613 and NI 8510. The following are the actual facts concerning the matter treated in these documents: In 1935, the "BAYER" Agency in Buenos Aires, the La Quinica "BAYER" S.A., approached the Board of Directors of I.G. Farben "BAYER" in Leverkusen, with the request that it authorize the payment of 300 pesos a month for a German Correspondence Bureau. The German Correspondence Bureau would have the task of placing articles at the disposal of the Argentine press, in order to counter the anti-German attitude of certain elements in Argentina. I.G. Farben "BAYER" had a certain interest in this matter for economic reasons only, because the anti-German propaganda aimed at a boycott of German goods. First of all, it was ascertained at the time, that a rather large number of German firms in Argentina had promised financial contributions for the Correspondence Bureau. After consulting with the Central-Committee (Contributions Department of I.G.) "BAYER" in Leverkusen also consented provisionally to the payment of a contribution. The contributions

Document Book III MANN
Document No. 225
Exhibit No.....

(page 1 of original, cont'd)

were paid by the "BAYER" agency in Buenos Aires to the local president of the German Board of Trade there. As early as July 1938, the "BAYER" Agency stopped these payments for the German Correspondence Bureau in Argentina. In conclusion, I, as the person who handled the matter at that time, can say that the provisional payment of contributions to

Document Book III MASS
Document No. 225
Exh.No.

(page 2 of original)

the German Correspondence Bureau was not for political reasons
connected with the dissemination of National Socialist ideology
but merely out of purely economic considerations.

Leverkusen, 16 February 1948

Signature: Alfred HAUSER

Signed before me by Herr Alfred HAUSER, author of the above
affidavit.

Signature: Dr. Christian H. TUECK
Assistant Defense Counsel at
Military Tribunal VI
Nuremberg

Affidavit.

I, Alfred HAUSER, born on 24 November 1882, resident of Leverkusen-Wiesdorf, Hoymannstrasse 58, have been warned that I am liable to punishment, if I make a false affidavit. I herewith make the following statement to be submitted to Military Tribunal VI in Nuremberg, voluntarily and without having been subjected to any coercion:

- 1) From 1 December 1912 until 1 July 1946, I was an employee of the Dye Plants (Formerly Meister Lucius & Brüning) at Hoechst on the Main, later called I.G. Farbenindustrie Aktiengesellschaft, Leverkusen. I was employed in the "BAYER" Sales Association as head of Sales Department C 4, which handled the pharmaceutical business in Latin America. After reaching the age limit, I was pensioned off on 1 July 1946.
- 2) In the Fall of 1935, the "Work Team of the Chamber of Industry and Trade in the Reich Chamber of Economy", in Berlin, sent a memorandum to the German Boards of Trade abroad, dealing with a unification of German advertising. It suggested combining the advertising funds of the German firms in a definite territory. A committee of the firms participating would then have to see to it that political factors would be particularly taken into consideration in placing advertisements, that is advertisements should be placed only with such publications as were not hostile to Germany. We rejected this proposal, because we had always attempted to avoid mixing political matters with our business affairs.

Document Book III MANN
MANN Document No. 261
Exh. No.

(page 1 of original, cont'd.)

I have carefully read and signed the above affidavit.

I herewith affirm that I have told the pure truth in this
affidavit.

Leverkusen, 11 February 1948

signature: Alfred HAUSER

Signed in my presence by Herr Alfred ZAUSER, author of the above
affidavit.

signature: Dr. Christian H. TIERCK

Assistant Defense Counsel at Military
Tribunal VI, in Nuremberg.

Copy.

Strictly Confidential!

R., 5 February 1936

Newspaper advertising abroad.

As shown by the enclosed copies, negotiations were actually conducted during July last year, among all interested elements in S.P. The purpose of these negotiations was to centralize newspaper advertising in the hands of one specific person. The enclosed written correspondence with our S.P. branch will explain to you why we could not adopt this procedure at the time. Furthermore, Herr S. who is at present in Germany on leave, is completely informed about this matter, so that he can give you any additional explanation you may care to have.

We have the following basic comments to make on the question opened up between you and Chile:

We are not merely one of the largest German advertisers in Brazil, but, as a German firm, we are absolutely the largest newspaper customer. We do not carry on any newspaper advertising for prestige but merely for utilitarian purposes. Thus the circle of newspapers which we can use for our advertising is limited from the very start. Naturally that does not mean that we are excluding ourselves from any possible requests by authoritative agencies, if they are of general interest for German firms, but on the contrary, we work together very closely with these agencies. But it is impossible for us to adapt the main part of our newspaper advertising to possibly political requirements, a firm which carries on utilitarian advertising on a small scale and whose advertisements for the most part represent prestige and reminder, must and can make its selection of the newspaper from an entirely different point of reference

(page 1 of original, cont'd.)

than that which we are compelled to make. It is true that in particularly flagrant cases, such as perhaps, where general German interests are endangered by the hostile attitude of the newspapers concerned, we renounce the uncontested advertisement value of the paper, at any rate by at least not giving it financial support through advertisements. Up till now, however, we have always been successful in getting along in such cases, with rational arguments, and to cause the papers to change their attitude, if they attached any importance to retaining us as advertisers. You can believe us, when we say that we have already done outstanding work in this respect, without ever having seen any necessity for corresponding with you about it.

(page 2 of original)

That is only one side of the problem, however. To advertise in over 600 Brazilian newspapers, at rates which can by and large be characterized as antiquated. We would endanger these economic advantages amounting to over 100 contos of reis (100,000,000 reis), if we should suddenly give up our method, built up after many years of effort, of direct work with the newspaper, in order to adopt some joint procedure.

The entire question of newspaper advertising in Brazil is much too complicated for us to be able to treat it exhaustively in one letter of this kind. It is 10 years of uninterrupted work and also certain great economic and other advantages that we would have to forfeit. We cannot do that. We stress emphatically that it is not just the economic aspect. Our relations to the newspapers and the corresponding effects and reactions are manifold in nature. But they are all based on the fact that we are in uninterrupted personal contact with the newspaper directors, because of the very fact that we are the B...Firm, and not just any advertiser who sets aside so many and so many contos a year for newspaper advertising, to bring this out by a crude example, we can only say that it would be as if someone would put us large-scale advertisers, who carry on newspaper advertising merely for the promotion of sales, on the same level with German banks which do nothing but advertise their firm's name. It is of no importance for a bank, if it spends a few contos more or less, (furthermore, we also spend then for the same purpose) for unproductive newspaper advertising. For as the right of self determination in the orientation of our newspaper advertising is a vital question, and it would probably be impossible to avoid a severe crisis in our business attuned as it is to the broad masses

(page 2 of original, cont'd.)

of the people, if we should voluntarily renounce this right of self-determination.

Similarly, we should like to state that we have always and on every occasion made efforts to adapt ourselves to general interests, in this question as well, to the very limits which our business imposes upon us. It is for this reason that we had to reject the proposal made at the time by S.P., for we saw no way of reconciling our vitally important interests with the aims expressed in the resolution of the Board of Trade.

Enclosures

signatures

I.G. Berlin NW 7
Unter den Linden 82.

TO: Consul-General MAIN
I.G. Farbenindustrie Aktiengesellschaft
"BAYER" Sales Association Pharmazentika
Leverkuesen-I.G. Plant.

Handwritten Initial

Entry Stamp :

Board of Directors Department "BAYER"
16 August 1940 8-9
Entry

Strictly confidential

Your reference Your report dated Our reference
Department for Economic Policy
4

Dated, 14 August 1940.

Subjects: Inquiry of the Cologne Reich Propaganda Office concerning
Address files on South America.

Marginal note: Illegible handwritten mark.

Dear Consul-General:

Upon order from Leverkusen, we have communicated directly with the Reich Propaganda Ministry concerning the request of the Cologne Reich Propaganda Office for surrender of addresses in Spain, Portugal, and the Ibero-American States.

In this connection, we have learned that the Reich Propaganda Ministry needs the addresses, in order to send out a periodical called "Aspe", which is put out by a disguised publishing-house, and of which we have sent Director MENTZEL a few copies.

We agreed upon the following arrangement with the Reich Propaganda Ministry:

We are to inform the Propaganda Ministry of the number of addresses we have in the various countries. The Propaganda Ministry will then place at our disposal the envelopes which are to be sent out, and we shall then have them addressed in Leverkusen.

Document Book III MANN
Document No. 296
Ex.No.....

(page 1 of original, cont'd)

Thus we shall avoid giving up the address files to the Propaganda

Ministry.

We have already asked Leverkusen to inform the Cologne Reich Propaganda Office of the arrangement we have reached directly with the Propaganda Ministry.

Document Book III MANN

Document No. 296

Exh.No.....

(page 2 of original)

Heil Hitler

Department for Economic Policy
Signature: MUELLER von BICHNER

Handwritten note: Director MENTZEL

Quite a good arrangement

Handwritten initial

Handwritten: ROTT.

END

-19-

Affidavit.

I, Guido FRANZ, born on 11 February 1881 in Geestendorf, resident of Leverkusen-Mesdorf, August Adkuld-Strasse 20, have been warned that I am liable to punishment, if I make a false affidavit.

I herewith make the following statement to be submitted to Military Tribunal VI in Nuremberg:

The Adrena Office of the BAYER firm, of which I was in charge, never ordered me to draw up a list of 200,000 addresses concerning Spain, Portugal, and Ibero-America, in behalf of the Propaganda Ministry. I should certainly be able to remember such an order, for in this case, the Propaganda Ministry was to have placed the envelopes at our disposal. The arrival of such an amount of envelopes and their forwarding would have undoubtedly remained fixed in my memory.

I have carefully read and signed the foregoing affidavit.

I herewith declare affirm that I have told the pure truth in the above affidavit.

Leverkusen-Bayerwerk, 3 February 1948

Signature: Guido FRANZ

Signed in my presence by Herr Guido FRANZ, author of the foregoing affidavit.

Signature: Dr. Hugo SCHRAIBL
Attorney and
Defense Counsel

(Page 51 of original)

Affidavit

I, Alfred RAUER, born on November 1882, resident of Leverkusen-Miesdorf, Heymannstrasse 58, have been warned that I am liable to punishment, if I make a false affidavit. I herewith make the following statement to be submitted before Military Tribunal VI in Nuremberg, voluntarily and without having been subjected to any coercion.

- 1) I was an employee of the Dye Plants (formerly Meister LUCIUS & BRUENING) at Koehat on the Rhine, later I.G. Farbenindustrie Aktiengesellschaft at Leverkusen, from 1 December 1912 till 1 July 1946. I was employed in the "BAYER" Sales Association as head of Sales Department D 4, which handled the pharmaceutical business in Latin America. Having reached the age limit, I was pensioned off on 1 July 1946.
- 2) In accordance with orders it had received, the Brazilian Radio Station submitted a request to the BAYER Agency in Brazil, to procure suitable material for radio addresses for anti-Comintern propaganda which had been ordered by the president of the Brazilian Republic. The Brazilian Radio Station had turned to the BAYER Agency, because it always transmitted radio advertisements for BAYER-preparations, in behalf of the latter. In order to help the station and ever and above it, the Brazilian Government as well, the BAYER Agency forwarded the request to Leverkusen. The desired material was procured. The BAYER business management expressly informed the BAYER Agency in Rio, however, that it did not approve of this intervention in a matter essentially alien to our business interests.

(Page 51 of original, cont'd)

I, that is the Business Management in Leverkusen, did not find out
if, or to what extent all this material was used.

I have carefully read and signed the above affidavit.

I herewith affirm that I have spoken the pure truth in this affidavit.

Leverkusen, 11 February 1946

signature; Alfred HAUSER

Signed in my presence by Dr. Alfred HAUSER, author of the foregoing
affidavit.

signature: Dr. Christian TIERCK
Assistant Defense Counsel
at Military Tribunal VI
Nuremberg

Hermann Kaelble
Rio de Janeiro .

Receipt Stamp : Directorate Secretariat
24 August 1947 8-9

Rio de Janeiro 17 August 1937

I.G. Phares
Directorate Secretariat
Leverkusen I.G.,Werk

Air Mail
Ordinary Mail
Initial 1/9

By order of the President of the Republic and the
Ministry concerned , an anti-Comunist propaganda campaign is now
being broadcast during the official radio hour .

The chief delegate commissioned with this task has approached us with
the request to procure him data from Germany for this purpose ,
either ⁱⁿ French or Spanish , or preferably in Portuguese naturally .
As we feel we are serving a good cause, we have gladly offered to
procure this data, and would be grateful if you could arrange for some
to be sent to us by air mail as soon as possible, either through the
Ministry of Propaganda or any other agencies .

With many thanks in advance for your efforts ,

Kindest regards ,

(signed) H. Kaelble .

illegible initial

To Herr Herm , Kaelble

Rio de Janeiro/Bras.

9 September 1937

(handwritten) Dir. Leber

15 September 1937

Dear Herr Kaelble ,

Re: Anti Comintern Propaganda .

We meanwhile have received your cable of the 6th instant "coosi", and the corresponding letter of confirmation of the 9th instant in reply to our inquiring of the 1st instant. We assumed from the text of the cable that the data will be sent by ordinary mail, and as it was possible to give the pamphlets to Herr Quick before his departure from Hamburg , we have made use of this opportunity to do so.

In this way they will certainly reach the person concerned in a relatively short time . Should your agent still be in need of more data , then we shall be only too pleased to be of assistance again if necessary , provided the circumstances necessitate this , but in general , it would be more agreeable for us if such matters pass through the official channels responsible , or official German Party offices .

Kindest regards

7 (signed) pp Hauser
Lenguth

cc C 4

END

Affidavit

I, Alfred Hauser, born on 24 November 1882 in Leverkusen-Wiesdorf, Heymannstr. 58, having been cautioned that by submitting a false affidavit I render myself liable to punishment voluntarily declare the following under oath without duress, to be submitted before the Military Tribunal VI in Nuernberg:

- 1) I was an employee of the Farbwerke (formerly Meister and Lucius, Hoechst/Main, later I.F. Farbenindustrie Aktiengesellschaft, Leverkusen) from 1 December 1912 until 1 July 1946. My work connected with the sales syndicate "Bayer" was that of Chief of the sales department C 4, which dealt with the pharmaceutical business in Latin-America. I retired on 1 July 1947 because I had reached the age limit.
- 2) In my official capacity I had^{no} knowledge whatsoever of the existence of the correspondence between Director Weibel and Dr. Johannaes dealing with the Hamburg-Hrosen Committee for Enlightenment, I was never approached either by the management or our over-seas representatives to engage in such matters, and can therefore state that this committee was not known in the commercial sphere of Bayer Leverkusen, and was not supplied with data by the latter.

I have carefully read through and signed the above affidavit.

I declare under oath that I have stated the full truth in this affidavit.

Leverkusen, 3 March 1948

signed Alfred Hauser

(Alfred Hauser)

Signed before me by Herr Alfred Hauser being that person who has submitted the above affidavit.

(Signed) Dr. Hugo Schramm
Attorney and Defense Counsel
Assistant.

Affidavit .

I, Adolf Gehring , born on 21 December 1905 , resident in Leverkusen-Wiesdorf , Heymannstr. 7 , having been cautioned that by submitting a false affidavit I render myself liable to punishment , voluntarily declare the following under oath and without duress to be submitted before Military Tribunal VI in Nuernberg ,

1. On 1 March 1927 I joined the I.G. Farbenindustrie Aktiengesellschaft Hoechst. I was transferred to Leverkusen on 1 October 1928 , and from that time until the present day have been working in the " Bayer " Directorate Secretariat .

2. At the beginning of 1940 a large quantity of propaganda material such as a White Paper dealing with the historic events preceding the outbreak of war , i.e. events in Poland , and speeches by leading personalities , issued partly by the Foreign Office , were sent to the I.G. Farbenindustrie Aktiengesellschaft , as far as I remember by the Gau Propaganda Office in Duesseldorf. This propaganda material was available in several languages , and some of it was forwarded to our representatives abroad , with the discreet instruction to make use of it as was deemed suitable , so that these publications would cover us as far as the Party offices , were concerned . However , the bulk of this propaganda material was never dispatched , and was later destroyed in Leverkusen by arrangement with Herr Mann .

Orders of such a kind were extremely undesirable for us , and were only carried out reluctantly , which fact was proved by their being destroyed later on .

I have carefully read through and signed the foregoing affidavit. I declare under oath that I have stated the whole truth in this affidavit .

(signed) Adolf Gehring

Leverkusen Bayerwerk , 15 March 1948

Signed before me by Herr Adolf Gehring , being the person who has submitted the foregoing affidavit.

(signed) Dr. Hugo Schumann
Attorney and Defense Counsel

Affidavit

I, Dr. Richard Paulmann, born on 30 October 1889, resident in Opladen ,
Friedensbergerstr. 2 , being aware that it is a punishable offence
to submit a false affidavit , herewith voluntarily declare the following
under oath and without duress , to be submitted before Military Tribunal
VI in Nuernberg :

- 1 I have been working since August 1922 with the I.G. Farbenindustrie
in Leverkusen , and since 1938 have been a member of the directorate.
I am head of the Department for Plant Protection and Insecticides .
- 2 The representatives abroad were not supplied with Nazi literature by
the Department for Plant Protection and Insecticides .

I have carefully read through and signed this one page . I declare
under oath that I have stated the full truth in this affidavit

Leverkusen , 12 February 1948

(signed) Dr. Richard Paulmann

Signed before me on 18 February 1949 by Director Dr. Richard Paulmann ,
known to me as the person submitting the foregoing affidavit .

(signed) Dr. Christian H. Tuerck
Assistant Defense Counsel with Military
Tribunal VI Nuernberg .

Affidavit

I, Fritz Neubeck, Cologne-Stammheim, Dusseldorferstr. 402, having been duly cautioned that I render myself liable to punishment if I submit a false affidavit, declare under oath that my statement is true, and was made to be submitted as evidence before Military Tribunal VI in the Palace of Justice Nuernberg, Germany,

- (1) On 23 February 1920 I joined the former Badischen Anilin und Soda-fabrik, Ludwigshafen as an accountant, and in 1929 was transferred to Leverkusen. After a short time I was assigned as head of the banking department, in which capacity I was appointed delegate for trade and commerce in April 1940.
- (2) Several payments were made by the Bayer agencies abroad to German diplomatic offices abroad. We received the corresponding value for these sums in RM from the Foreign Office via the Central Finance Administration of the I.G. Berlin. In the main, this possibility of settlement was carried out in countries where, owing to the restriction on foreign exchange there were no possibilities of transfer or a very limited amount. The legations and embassies in these countries approached the Bayer agencies abroad with regard to these payments. Sometimes also the Berlin authorities contacted the Central Finance Administration of the I.G. The latter fundamentally dealt with questions of transfer. In all cases legal approval for transactions was obtained. These settlements were supported by the Bayer Sales Syndicate purely from the commercial point of view; namely in those cases where the Bayer agencies abroad had available capital at their disposal, and where normal transfer possibilities did not exist, or were limited. In this way the attempt was made to prevent the accumulating proceeds from sales from being frozen. Instructions relating to the procedure covering payments and settlements were issued by the Central Finance Administration. This payment and settlement procedure was then transmitted from Leverkusen to the Bayer regional agencies concerned.

(page 2 of original)

I have carefully read through the foregoing affidavit and signed and initialled each of the 2 pages respectively ,

Leverkusen , 8 March 1948

(signed) Fritz Neubeck

Signed before me by Herr Fritz Neubeck being the person who has submitted the foregoing affidavit .

signed Dr. Hugo Schramm
Attorney and Defense Counsel
with Military Tribunal VI Nuernberg.

Affidavit

I, Rudolf Langguth, born on 13 September 1891, resident in Cologne - Riehl, Asterdanstr. 112, having first been cautioned that I render myself liable to punishment if I submit a false affidavit, voluntarily declare the following under oath and without duress to be submitted before the Military Tribunal in Nuernberg.

I) Since July 1912 I have been working for I.G. Farben or rather its legal predecessor (Farbwerk Hoechst). In the course of the amalgamation of I.G. Farben, I was transferred to Leverkusen. From 1929 I took over the direction of the former Pharma Secretariat, later the "Bayer" directorate department.

II.) By order of a military counter-intelligence agency in Cologne, (I did not know the exact name), a certain Herr Kettis repeatedly requested Herr Wilhelm Mann to furnish reports on the situation abroad. Herr Mann told me that he disliked complying with this request, at first he did nothing about it, or was rather negligent in the matter. Owing to the exigencies of the war, and because of the threat that our representatives travelling abroad would be denied visas, Herr Mann could not permanently evade the request, and so had a few reports drawn up in the Pharmaceutical department for the above-mentioned offices. In this connection it concerned the usual reports which were sent to Leverkusen by our representatives abroad, which facilitated the handling of current business for the departments abroad.

I examined these reports, and on the instructions of Herr Mann acted along the lines of producing as great a quantity of paper as possible with little or no content. I remember that, as far as I know Herr Mann also looked through the reports, and expressed his satisfaction that I had dealt with the matter in this way.

I have carefully read through and signed the foregoing statement and declare under oath, that I have stated the whole truth in this affidavit.

Leverkusen

23 February 1948

signed Rudolf Langguth.

Affidavit

I, Werner Schmits, born on 7 May 1903, resident in Wuppertal-Barmen having been cautioned that it is a punishable offense to submit a false affidavit, voluntarily declare the following under oath and without duress, to be submitted before Military Tribunal VI in Nuernberg:

1.) I have been an employee of the Farbenfabriken, formerly Friedrich Bayer & Co., later I.G. Farbenindustrie Aktiengesellschaft Leverkusen, since 1 April 1921. My work in connection with the "Bayer" Sales Syndicate was that of procurist and Chief of the Sales department B 2, (Italy, France and Belgium), and from 1940 B3, (Holland, Switzerland, Spain and Portugal).

2.) Before and during the war I visited the countries Italy, France and Belgium, and during the war Holland, Switzerland, Spain and Portugal, of which from a certain time onwards during the war the "Emigrants' Advisory Office" had to be informed by my filling in and forwarding them a questionnaire before embarking upon these journeys. The chief of this office, a certain Herr Kettnis, requested on the occasion of my one and only conversation with him in the presence of Herr Grobel, that I furnish him with economic information about each of the countries I visited, when I returned from the journeys.

In agreement with, and on the instructions of the Central Administration of the Pharsos-Sparta, I avoided any further contact with Herr Kettnis, and was also never approached for information either by him or his advisory office, so that I never passed on verbally or in writing any information obtained on these journeys abroad, either to him or his office.

We regarded Herr Kettnis' request as rather a nuisance and which we all tried to avoid as much as possible.

I have carefully read through and signed and initialed the foregoing statement.

I declare under oath that I have stated the whole truth in this affidavit.

Leverkusen 10 February 1948

(signed) Werner Schmits

I herewith certify the above signature of Werner Schmits, who has submitted the above affidavit.

(signed) Dr. Christian H. Tuerck
Assistant Defense Counsel
with Military Tribunal VI
Nuernberg

A f f i d a v i t

I, Karl Schoenberg, born on 27 December 1893 - resident in Ider-Oberstein, Wilhelmstrasse 30, having been cautioned that it is a punishable offence to submit a false affidavit. I voluntarily declare the following under oath and without duress to be submitted before Military Tribunal VI in Nurnberg.

1) I have been an employee of the Farben factory formerly Friedrich Bayer & Co., which later became I.G. Farbenindustrie Aktiengesellschaft, Leverkusen, since 15 February 1922. I am a procurist and was in charge of department C 2 Near East, Exports of the "Bayer" sales syndicate.

2) During the war when members of the department C 2 sometimes went abroad to the neutral countries e.g. to Turkey, certain Herr Kettinis attempted to commission the persons concerned with orders relating to political and economic information. My colleagues and I always gave him to understand clearly, that, under no circumstances were our representatives permitted to concern themselves with any secret matters abroad, so as not to discredit or incriminate "Bayer" which was a purely business organization.

Herr Kettinis' train of thought and requests were moreover, rather primitive; evidently his main idea was that he wanted to be able to report something or other to his superior office. I can well remember, that when Herr Clausenitzer was sent to Istanbul to the firm of Sidman, we treated Herr Kettinis very shortly. It was pointed out to Herr Kettinis that every step made by our German representatives with the firm Sidman was controlled by the Turkish Secret Police; with which fact he seemed satisfied. After his visit we laughed great deal about Herr Kettinis' ridiculous and poisonous statements.

I have carefully read through and signed the foregoing statement. I declare under oath that I have stated the whole truth in this affidavit.

Leverkuesen, 18 February 1948

(signed) Kurt Schoenberg

Signed before me by Herr Karl Schoenberg being the person who has submitted the foregoing affidavit.

(signed) Dr. Christian W. Tuerck
Attorney and Defense Counsel
Assistant with Military Tribunal VI
Nurnberg

A f f i d a v i t

I, Fritz Mantzel, born on 20 April 1895, resident in Opladen Koelnerstr. 100, being aware that it is a punishable offense to submit a false affidavit, voluntarily declare the following without duress, to be submitted before Military Tribunal VI in Nuernberg:

1) Since 1908 I have been an employee of the (Farbenfabriken, formerly Friedrich Bayer and Co.,) which later became I.G. Farbenindustrie Aktiengesellschaft Leverkusen. Since 1933 I have been a member of the Directorate, I am head of the Pharmaceutical Overseas Export Department.

2) As far as I know the Bayer Sales Syndicate never approached any of the representatives abroad with the demand that they should furnish us with data of an economic, military or political nature, which was to be forwarded to the Reich Government or any other agency for purposes of espionage, or that they were to undertake any tasks which might serve as espionage.

Until the trial pending in Nuernberg, I also never heard of anything from which I could have concluded that Messrs Homann, Harmoyer and Schob, or any other member of our agencies overseas were under suspicion of espionage.

I have carefully read through and signed the foregoing affidavit, I declare under oath that I have stated the whole truth in this affidavit.

Leverkuesen 5 March 1948

(signed) Fritz Mantzel

Signed before me by Herr Fritz Mantzel being the person who has submitted the foregoing affidavit,

(signed) Dr. Hugo Schramm
Attorney and Defense Counsel.

A f f i d a v i t

I Kurt B r u c n i n g, at present in Augsburg, Bauern-
feldstr. 30 Peruvian citizen, having been cautioned that I render
myself liable to punishment if I submit a false affidavit, declare
under oath that my statement is true, and was made voluntarily and
without duress to be submitted as evidence before Military
Tribunal No VI in the Palace of Justice in Nuremberg, Germany.

From 1930 until the end of 1942 I was working in Lima
for the Bayer agency in Peru La Quimica Bayer S.A. I was
deputy director of this firm from 1934 onwards. From my own
specialized knowledge therefore I am in the position to confirm
the following:

The sales syndicate Bayer Leverkusen, in particular Herr
F. R. Mann, did not call upon La Quimica Bayer S.A. to disseminate
Nazi-propaganda in Peru. It was also not obliged to cultivate
relations with Party circles of the Nazi Auslandsorganisation.

When I visited Germany in the year 1934, Herr F. R. Mann
told me quite clearly that I should pay attention that my Bayer
agency should abstain from every kind of politics and political
propaganda. The Bayer agencies abroad, so he told me, should
behave in a dignified manner towards the countries offering
them hospitality.

The sales syndicate Bayer and Herr F. R. Mann did not
call upon La Quimica S.A. in Peru to submit reports on matters
which were not directly connected with the absolute business
affairs of the Bayer agency. La Quimica Bayer S.A. was not forced
to engage in espionage activities, or to offer their services
to any German agents whatsoever.

In actual fact, in accordance with the directives of
Herr F. R. Mann, I managed to dissociate the Bayer agency in
Peru from any kind of Nazi propaganda, and to avoid its
incorporation into Nazi political circles.

Augsburg, 8 March 1946

(signed) Kurt Brucning
(Kurt Brucning)

C E R T I F I C A T E:

I herewith certify the signature of director Kurt Brucning,
Augsburg, Bauernfeldstr. 30, who has submitted the foregoing
affidavit.

(signed) Christian W. Fuorok
(Dr. Christian W. Fuorok)
Defence Counsel Assistant

A f f i d a v i t

I Paul Osenberg, Zatoril (Portugal) Avenida Portugal, having been cautioned that I render myself liable to punishment if I submit a false affidavit; declare under oath that my declaration is true, and was made voluntarily and without duress to be submitted as evidence before Military Tribunal VI in the Palace of Justice Nurnberg, Germany.

I have known Herr Wilhelm R. Mann for a number of years to be a man of sincere and decent character, with a rather exaggerated feeling of responsibility and good will.

When we met each other in Barcelona in the fall of 1932, I had the opportunity of discussing political questions with him. He was of the opinion that war was an insane institution, and said in these words, "It is not fair for the German nation to be plunged into the catastrophe which will surely come, and which is the fault of the politicians who do not understand how to preserve peace."

(page 2 of original)

He disliked anti-semitism, and I know that if this doctrine required that he be separated from a colleague, he tried to save him as long as he could, by procuring for him, if possible, a good position outside the influence of the Party, as for instance was the case with Dr. Paisor the former director of the scientific department who was transferred to Shanghai.

The accusation that the agencies abroad of the firm of Bayer were hot-beds of espionage is simply ridiculous. During the more than 20 years in which my firm was an agency for Bayer products, information was never demanded which went beyond business matters, concerning the situation of the market, solvency of clients, data concerning health matters etc. During the war it was commended that an absolutely loyal and reserved attitude be adopted towards Portugal.

I interpreted the apparently official instructions concerning the attitude to be adopted towards political organizations according to their real sense, even more so when in spite of strong pressure, I myself never joined the National Socialist Party, because I considered it to be incompatible with my position as a business man and guest in a foreign country. Herr Mann encouraged this attitude of mine, and discreetly advised me to preserve my freedom of action as representative of a firm which fundamentally was of a commercial character and besides, one which conscientiously served humanity and public health throughout the world.

Document Mann No 201
Exhibit No

(page 3 of original)

At times I found his stubbornness in this respect rather exaggerated, the same old refrain, but I know that on some occasions great business sacrifices were made, so that the Broyer agency might fulfill its mission to supply the doctor with the required medicines.

I remember a conversation with Herr Mann on our journey to Lisbon, about the case of a political functionary who had complained to Herr Mann that I had not respected his claims. Herr Mann sedulously told the story, and when I explained to him that the man had been impudent, he burst out laughing and recommended me "to be more careful".

(page 4 of original)

In summarizing, Herr Mann was always regarded as an idealist by those who know him better, a man who followed his friendly and philanthropic impulses thereby perhaps rather neglecting the practical and material interests which his position demanded of him. In my opinion he was always, and doubtlessly still a man of unimpeachable character, and an "Homo humanus" in the real sense of the word, who, solely owing to his nature is incapable of committing any unpleasant, brutal or calculating actions.

Estoril, 29 december 1947

(signed) Paul Osenberg

A f f i d a v i t

I, Johannes Hermyer, born on 30 December 1906, resident in Lotte/Westfalia, (Mrs. Tecklenburg), having been cautioned that it is punishable offence to submit a false affidavit, declare the following under oath, voluntarily and without duress, to be submitted before Military Tribunal VI Nurnberg:

The management of the firm La Quimica "Bayer" S.A., where I was employed since 1932, had no knowledge of my activity within an information service. I wish to point out expressly that I never received instructions or suggestions from my superiors for this or any tasks of a similar nature.

I was arrested in February 1944, and proceedings were instituted against me by the Argentine authorities. In accordance with a decision made by the directorate of the firm I was suspended from service for this reason, and my salary was stopped, as long as I could not clarify my position in relation to the firm and the police authorities there. From this fact it is evident that the management dissociated itself both from my person and also from my alleged activity.

Although I was later acquitted by the Argentine justice authorities, for my collaboration had solely consisted in occasionally offering assistance, I was extradited in December 1946 in accordance with government decree No 18480 dated 15 November 1944. In the meantime however, this decree was annulled by the Argentine justice authorities, so nothing prevented my return.

Herr Rosann only devoted himself to business problems. At any rate he was never mentioned during the course of the proceedings against myself and others.

I have carefully read through and signed the foregoing declaration. I declare under oath that I have stated the full truth in this affidavit.

Leverkusen, Bayerwerk, 7 February 1948

(signed) Signature
Johannes Hermyer

Signed before me by Herr Johannes Hermyer being the person who has submitted the foregoing affidavit.

(signed) signature
(Dr. Rudolf Schrems)
Attorney Defence Counsel

A f f i d a v i t

I, Johannes Harmeyer, from Herrinchen (Kreis Wittlage) born on 30 December 1905, German citizen, having been cautioned that I render myself liable to punishment if I submit a false affidavit, declare under oath that my statement is correct, and was made voluntarily and without duress to be submitted as evidence before Military Tribunal No VI, Palace of Justice Nuernberg, Germany. I can testify the following with regard to the matter:

From 1934 until 1944 I was advertising manager of La Quimica "Bayer" S.A. in Buenos Aires the capital of the Argentine. The above named firm was a branch of I.G. Farbenindustrie A.G., Leverkusen, Germany. As advertising manager I was commissioned with the drawing up and putting into execution of the propaganda plans within the scope of the financial means provided. It mainly concerned newspaper, radio, cinema and prestige propaganda. The money provided for this purpose fluctuated between 150 and 300 000 pesos, appr. 100 to 200 000 RM.

On the express instructions of the management, the advertising campaign had to be directed to all sections of the public abstaining from any bias or preference.

All planning was inevitably done therefore on the basis of purely business considerations.

The out-break of the war brought about various decisive changes, both with regard to the management and propaganda.

1) Postal and telegraphic communications with Germany were discontinued, and thus all responsibility had to be assumed by the directors of the firm there.

(page 2 of original)

- 2) The Argentine government ordered a strict control to be made of all expenditure. All sums provided for advertising or other purposes has to be handed in to the Central Bank for examination 3 months before they were used. The same office also undertook the responsibility of comparing exactly the bills paid with the lists approved after 3 months. In this way the course was pursued of preventing any possible support from outside.
- 3) Advertising had to be done on completely new lines. The daily newspapers, journals, broadcasting stations, cinemas etc. whose services we had enlisted for propaganda in the first place before the war, could not publish our advertisements. Otherwise they would no doubt have been placed on the black list by the English or American embassies, i.e. they would not have received any paper or no English or American advertising orders.

No counter-measures could be taken by the German side as the bulk of their advertising in comparison to that of England and America only represented an insignificant fraction.

In summarizing I would like to mention, that as far as the Argentine was concerned, no espionage activity was carried on in the I.O. branch. During the war this topic was discussed many times in the American press. I never knew of any facts which could have justified a supposition of this kind.

Osnabrueck, 25 February 1948

(signed) Johannes Harmeyer

I herewith certify that the above signature is that of the merchant Johannes Harmeyer from Herrinshausen, Kreis Wittlage.

Osnabrueck, 25 February 1948

(signed) Dr. Eckelmann notary

official stamp

Heinrich ROMANN
Gerente De
La Quimica "Bayer" S.A.

Buenos Aires, 4 June 1947
Vicente Lopez - P.C.C.A.
Casero Caspon 468

With reference to a request made by his wife living here I wish to confirm that Herr Juan Harmeyer was working from 1 May 1934 until 7 February 1944 for the firm La Quimica "Bayer" S.A. of which I was the director.

Herr Harmeyer was taken over by La Quimica Bayer Toskott y Cia in Montivideo where he was working in the department for popular propaganda from 1 September 1931 until the end of 1934. In Buenos Aires he entered the same department and became assistant to the director; when the latter was transferred to Asuncion Herr Harmeyer became the successor. His sphere of work comprised all branches of popular advertising such as advertisements, film, radio and prestige propaganda. In addition Herr H. was responsible for the procurement of printing materials for the firm.

On the 7 of February 1944 Herr Harmeyer was suspended from service on account of certain suspicions; a decision by the directorate is available according to which his salary was to be stopped as long as he could not clarify his position towards the firm and the local police.

(signed) Heinrich Romann

Ludwig Schreiber
Reforma 607 (Lomas)
Mexico DF

A f f i d a v i t

I make the following statements under oath that my statement is correct being fully aware of the significance and value of an affidavit, in particular with regard to criminal laws:

I did not indulge in espionage activities, either as a representative of the firm Bayer nor in any other business or private capacity.

The I.G. Farben and the Sales Syndicate Bayer respectively i.e. Consul General Mann could not have been aware of any espionage activities of my part, and therefore would not have approved them. Criminal proceedings on account of espionage or other political crimes were never instituted against me, and consequently judgment has never been passed. There were never any cause for rehabilitation, owing to the fact that I never gave cause to be considered guilty, and was therefore never accused. Finally I still wish to state that I never received any instructions, either from the I.G. Farbenindustrie nor from the Sales Syndicate Bayer, nor from Consul General Mann to exploit the local commercial agency for purposes of espionage, nor was such a matter ever insinuated. The same also applies to certain approval for such activity. During my visits to Leverkusen the discussions only dealt with business matters, politics were never mentioned.

I herewith give my signature before the local notary Licenciado Graciano Contreras, who has certified the same below.

Mexico, 9 March 1948

(signed) L. Schreiber

I, Licenciado Graciano Contreras, Notary nr. fifty four of the Federal District, attest hereby that today, on the ninth of March nineteen hundred forty eight, has appeared before me Mr. Ludwig Schreiber, known to me, who in my presence signed the above document, certified by me

(signed) G. Contreras

(steno)

Excerpt

Memorandum of the

"Bayer" directorate meeting

(Sales Syndicate pharmaceutical products and insecticides)

held in Leverkusen on 21 October 1943 9.30 AM.

Present:

Mann (Chairman)
Brusckmann
Krebs
Montzel
Grobel
Mortons
Paulmann
Schmitz
Bore
Langguth
Tessner

Absent: Dalsberg (leave)
Zahn (military training)

505) "A. Chinica Bayer Ltda" / Fine-compensation

It is men from report by the protective power that the fine of 8,750,000.- Cruzeiros imposed on "A. Chinica Bayer Ltda" in Rio de Janeiro for alleged illegal commercial operations was caused by payments to be local German embassy where violation of Brazilian foreign exchange regulations was observed. The count of value is therefore to be reported to the competent Reich Office for the purpose of compensation.

For the record

(signed) Langguth

The Chairman

(signed) Mann

I. G. BERLIN W/ 7

Unter den Linden 82

Several stamps and hand-
written remarks

To
Banking Department

L e y e r k u s e n .

Your file No.

Your letter of:
Our ref.:

Date:
27 August 1944

Central Finance Office
Dept. Finance Secretariate
H 2/16 924

Re.: Punishment of the A. Chirica Boyer Ltda, Rio de Janeiro, because
of illegal transfer of foreign exchange to the German Embassy.

At the beginning of the year, after we had received the files from the Economic Department, we have taken the matter up with the Foreign Office; however, nothing was done meanwhile because we did not receive the promised answer by telephone from the Foreign Office. We have again discussed this matter in person with the Foreign Office. The result may be summarized as follows: The referent in charge of procuring foreign exchange has the opinion that the fine will have to be paid in Reichsmarks by the Reich, since the authorities involved have been aware of the illegality of the procedure at the time; however, for urgent reasons, had to carry it out that way. The matter will be investigated further by the proper departments in the Foreign Office. Whether the departments concerned will raise any objections against the opinion unofficially expressed by the expert approached by us remains to be seen.

ZENTRALFINANZVERWALTUNG
(signed) Henso.

THE REICH MINISTER OF ECONOMICS
V Id. 230/40 S

Berlin : 8, 26 January 1940
.....

S E C R E T

EXPRESS LETTER

Re.: Brazil; Settlement German Embassy in Rio with I.G. Farbenindustrie AG (Bayer & Leverkusen)

Re your letter of
Do. :

Stamp:
"BAYER" Manager's Office
29 January 1940
Initial.

To the
Management of the I.G. Farbenindustrie
Plant Bayer-Leverkusen

L E V E R K U S E N
Rhineland

Stamp:
P E R S O N A L

Secret.

- 1) This is a state secret as defined by par. 88 Reich Penal Code, as amended by law of 24 April 1934 (RGBl. I, page 341 pp)
- 2) To be forwarded only in sealed envelope; "registered" if mailed.
- 3) Addressee is responsible for safekeeping.

I herewith approve the compensation of your claims against the BAYER agency in Rio de Janeiro with payments of the Foreign Office to the German Embassy in Rio de Janeiro, in the amount of

Reichsmark 1,600,000.-
(One million six hundred thousand)

at the exchange rate of 6.1 milreis for one Reichsmark.

The license remains valid until 31 August 1940. Any partial compensation of the total amount named has to be reported to me and reference has to be made to this license.

By order:
(signed) Koppelman
(L.S.)

Certified:
(signed) Signature
Clerk.

.....

A f f i d a v i t

I, Paul Behnsen, born on 9 March 1889, residing at Leverkusen-Leyerwerk, Koolnerstrasse 358, have been informed that I am liable for punishment if I submit a false affidavit. I declare under oath, voluntarily and without coercion the following which is to be submitted to the Military Tribunal VI in Nuernberg:

1) I have been an employe of the (Farbenfabriken vorm. Friedrich Bayer & Co., later) I.G. Farbenindustrie Aktiengesellschaft, Leverkusen, since 1 November 1921 with the exception of the period between 12 February 1946 and 30 November 1946. My activities within the framework of the Sales Organization "BAYER" were those of an administrative department chief (personnel department).

2) The Sales Organization "BAYER" did not appoint a counterintelligence agent of their own. It was agreed upon with the management of the Leverkusen Plant that the proper agency of the Leverkusen plant would also be in charge of all matters concerning us.

I have carefully read and signed the above statement. I declare under oath that I have stated nothing but the truth in this affidavit.

Leverkusen, 3 February 1948.

(signed) Paul Behnsen.

Signed before me by Herr Paul Behnsen, known to me as the person giving the above affidavit.

(signed) Dr. Christian F. Pfordt
Defense Counsel Assistant with the
Military Tribunal VI, in Nuernberg.

A f f i d a v i t .

I, Fritz Mentzel, born on 20 April 1885, residing at Opeladen, Kockenstrasse 100, knowing that I am liable for punishment if I submit a false affidavit, declare voluntarily and without coercion, under oath the following, which is to be submitted to the Military Tribunal VI in Nurnberg:

1) Since 1908 I have been employed by the (Farbanfabriken vorm. Friedrich Bayer & Co., later) I.G. Farbenindustrie Aktiengesellschaft, Leverkusen and have been a member of the management since 1931. I am chief of the pharmaceutical export department overseas.

2) Herr M.P. Kenn never requested me to become a member of the NSDAP. The management of the Bayer Sales Organization never concerned itself with politics on their own initiative. Whatever was done in this direction was forced upon us by the Party agencies and even then has been frequently followed only in part and reluctantly. It is, therefore, impossible to say that the management of the Bayer Sales Organization was imbued with the spirit of National Socialism.

I have carefully read the above statement and signed it by my own hand. I declare under oath that I have stated nothing but the truth in this affidavit.

Leverkusen, 5 March 1946.

(signed) Fritz Mentzel.

Signed before me by Herr Fritz Mentzel, known to me to be the person giving the above affidavit.

(signed) Dr. Hugo Schramm
Attorney-at-Law and Defense
Counsel.

Affidavit.

I, George Tezdar, born on 15 August 1894, residing at Leverkusen-Bayerwerk, Fr. Neekottstrasse 2, have had my attention drawn to the fact that I make myself liable to punishment if I submit a false affidavit. I declare under oath, voluntarily and without having been subjected to any duress, the following to be submitted to the Military Tribunal No. VI, at Queruberna:

- 1) I have been an employee of the I.G. Farben Industry, Aktiengesellschaft Leverkusen since 22 October 1925. By position within the sales organization "Sayer" in East Africa I was procurist and head of the sales department Pharm for Africa (partly) as well as for the Middle and Far East.
- 2) Concerning the conversion of the sales organizations of the I.G. in the British-Indies from the F. and F. Trading Co. to independent companies files do not exist any more. From my memory I can state the following:

Since about 1925 the interests of the various sales branches of the I.G. in British-Indies had been represented by the Bhandari & Co., of Rotterdam, and its subsidiary company, F. and F. Trading Co. of Bombay. The Bhandari, a completely independent Dutch company had also certain arrangements with the I.G. regarding the fact that it was possible to have separate accounts for the branches of I.G. and to have the profits of these sales in India go to the I.G. The Bhandari received a goodly remuneration for this work. The independence of the Indian Bhandari with I.G. was a known fact and nobody doubted that that sales organization was subordinate to another firm of the I.G. or the I.G. itself.

From the end of 1937 it became known that new tax laws were being prepared for India which provided for considerably higher taxes for non-Indian companies and such which did not belong to the British Empire. These taxes were to be computed not only on the basis of the profits of the sales organization made in India but also on the profits of the firms in their native country. Since these tax laws provided for tax losses, the tax burden for the firms would have been considerably more heavily burdensome. As already indicated before, the close cooperation of the F. and F. Trading Co. and the I.G. was well-known and Dr. Fabry, the Vorstand of the Bhandari & Co. believed that, in consideration of the way other interests of his company he would not await this conversion to remain in its present form.

After several negotiations between the administrative authorities, the decision was made to form

in India now and independent companies, which were to be legally Indian, the shares were to be distributed among a number of shareholders in a way that the regulations of the Indian tax laws with regard to the extent of shares owned by individuals and corporations would be complied with.

Preparations for the re-foundation had progressed to the extent that the final negotiations in Bombay were to be started, when, through the Czecho-Slovakian crisis in the fall of 1938, the danger of war became imminent. Passages already booked by the various plenipotentiaries of the I.G., who were to participate in these negotiations were cancelled. When the Czecho-Slovakian crisis was removed through the Munich Agreement and thus war seemed to be avoided, preparations were started again and the plenipotentiaries of the I.G. travelled to the British India with the first ship leaving Genoa after the crisis. The negotiations concerning the re-foundation were continued there in constant conferences with British lawyers and the Indian chartered accountants of the Dvoro and were completed at the end of 1938, when the re-foundation was actually effected.

The only points of view, according to which this conversion took place were those regarding tax regulations and it was especially emphasized during the negotiations that only now, after the danger of war had passed, there was sense in this conversion.

In the last analysis, it seems obvious, that in July and August 1939, when the situation became tense again and war seemed to be unavoidable, there were also discussions with regard to the question whether the newly founded companies, whose shareholders were, for the most part Dutchmen and Swiss were safe enough to go on working even in the case of war.

An important role in all these deliberations concerning the new foundations was naturally played by the question who should be the leading man. The newly founded companies of the Eastern Contract filled their positions at the ratio 3:2 with foreigners and Germans whereas the new company of the Pharr also filled its positions at the ratio of 2:1 with Germans and British. From the very beginning all persons concerned considered it as a changing factor that one of the two executives of the "Bayer" company had, for some time, worked for himself as a member of the NSDAP in India and had accepted the position of a Landesgruppenleiter.

Like in all cases of new foundations this, too, had to be submitted to the AO of the NSDAP for its approval; at first the AO disapproved of the foundation of a Dutch-Indian

company and wanted the firm to be declared as purely German. Only after several negotiations and after it had been advised of the considerable loss of money and foreign currency that would have to be expected from such procedure, the I.O. consented to approve of the plans of the I.G.

Despite our objections, they were, however, under no circumstances ready to let us dismiss Dr. Hechs, the IAG Gruppenleiter from his executive position in the new company. There were detailed negotiations on this subject between Kommandant J. Diehl and the Herr Kohn and the AG about this question; the AG was adverse. The requests made on the part of our Vorstand not to inform Dr. U. about these conferences were despite of oral promises, not complied with, as we found out later on in India. The gentleman, who went to India was advised to possibly try to keep Dr. U. out of the Board. During a discussion out there it was found out that the letter

- 1.) was fully informed by the AG
 and 2.) that he was authorized to declare that he would have to inform that agency immediately should he not be taken into the Board;

all this resulted in a number of unpleasant consequences for the new foundation and the gentlemen involved. Despite of their inner misgivings the negotiating gentlemen in British India were compelled to admit Dr. U. as a third member of the Board. There were violent discussions on this subject with the leaders of the I.O. (Kohn, Bruggemann) after the gentlemen had returned to Germany, because these gentlemen wanted under no circumstances, such a prominent member of the Party to be in a leading position of that enterprise. Only after having been orally informed about the exact facts, which could not have been done in writing, because of the censorship existing in Germany, they resigned themselves to the situation.

I have carefully read the above statement and have initialed and signed each of the three pages.

I declare under oath that this affidavit contains the full truth.

Loyershausen, 6 February 1948.

signed Georg Tiesmar
 (GEORG TIESMAR)

Signed before me by Herr Georg Tiesmar the person who made the above affidavit.

signed Christian H. Tuorok
 (Dr. CHRISTIAN H. TUOROK)
 Legal Counsel Assistant of the
 Military Tribunal VI, Nurnberg.

Affidavit.

I, Dr. Josef Grobel, born on 23 October 1891, residing at Opladen, am Frankenberg 2, have had my attention drawn to the fact that I make myself liable to punishment if I submit a false affidavit. I declare under oath voluntarily and without having been subjected to any duress the following to be submitted to the Military Tribunal No. VI, at Nurnberg:

- 1) on 15 March 1936 I joined the I.G. Farben and since 1 May 1936 I worked as a Director of the European pharmaceutical export business. Since 15 February 1946 I have ceased working for the I.G.
- 2) No security measures in preparation of the war were taken before the war in my sphere of work (Europe). Neither did we have any discussions concerning this subject within the commercial departments (Europe).

I have carefully read the above statement and signed it with my own hand.

I declare under oath that my statements in this affidavit are true.

Opladen, 6 February 1946.

signed: Dr. Josef Grobel.

Signed before me by Dr. Grobel as the person who has made the above affidavit.

signed: Dr. Rupp Schramm

Attorney-at-law and Defense Counsel.

A f f i d a v i t .

I, Gerhard Z e h n , born 1 July 1897, residing in Leverkusen-Niedorf, Walter-Flex-Strasse 10, after having been warned that I will be liable to punishment for making false statements, state herewith in lieu of oath of my own free will and without coercion, the following for submission to the Military Tribunal VI in Guernberg:

Re: Plan for newly regulating the European Serum Supply.

On 28 July 1940 the Behringwerke Sales Department Leverkusen under the title "Proposal for a new regulation of the Serum Business" submitted a petition to the Reich Ministry of Economics in which abuses in the German serum business were pointed out and suggestions for remedying these abuses were given whereby at the same time the possibilities of new regulations through the close cooperation of all parties interested in the serum business all over Europe were shown.

This plan was worked out by me on my own initiative and was based on my long years of experience as head of the Export-Department of the then still independent Behringwerke A.G., Marburg-Lehn, from 1924 - 1938 and my activity as chief of the sero-bacteriological sales department (Behringwerke) Leverkusen after the Behringwerke had become a part of the I.G. Gombine.

Back of this proposition was the idea of voluntary German and international collaboration, with equal rights, along economic and scientific lines, which idea was strictly adhered to when the plan was actually carried out as may be seen from the report given out on 1 August 1943. The elaborations in part deal with purely economic matters such as the setting up of a regulation for the German domestic market and the proposed cooperation of the German serum plants in questions of export, - and in part with scientific problems such as the continuation of the task started by the Hygiene - Committee of the League of Nations in the field of standardization of immunobiological preparations and other items. Moreover, the thought was to have agreements applicable to all of Europe between the serum plants for rendering help by supplying each other in emergencies such as epidemics or in case of a shortage of certain sero-bacteriological preparations for other reasons, - such agreements as had for example existed between quite a number of Eastern European States already before the war.

These problems are just as important still today and it is certain that these ideas will be taken up again in connection with the inter-European collaboration provided for in the Marshall-Plan.

All these questions of course could not be solved on the initiative of private industry alone, assistance from the state was needed because laws and regulations had to be changed and above all the negotiations about trade agreements had to be in the direction of this plan.

For this reason with the petition to the Reich Minister for Economics copies were supplied for all the interested authorities and Reich Offices. That the form and contents of this first memorandum had to conform to the line of thought of the National-Socialist men in power and hence expressions as "victory of German arms", "the approaching new order of Europe", "in the greater European territory which in the future will be under Germany's influence economically" and "new orientation called for by the state" appeared in it, can be understood by everyone who knew conditions in Germany, during 1941-42. I myself did not find it easy to have to bow to the regime in power, because I personally loathed the National-Socialist system of force and despised its leaders. What I considered as important was to fulfil the best I could the ethical tasks which confronted me as the result of my professional position and to do this one sometimes had to howl with the wolves. In any case, I always saw to it at every step and especially in dealings with foreign parties which were almost exclusively conducted by me personally that the equal rights and freedom of decision of all participants was not interfered with. Everywhere abroad the suggestions met with approval and especially the necessity for closer scientific collaboration was recognized. To prevent any blurring of this very definite line through a possible interference from official German sides, we purposely put the following paragraph into the report of 1 August 1942:

"It is, however, to be established here also that in the course of the negotiations carried on so far, many foreign offices notwithstanding the willingness to collaborate have a certain suspicion that this project originating from Germany might limit the scientific and economic independence of certain institutions. Therefore, it will be necessary to clearly emphasize that in all negotiations, also those possibly conducted from official sides, the full equality of the rights of all partners as intended by the German industry and maintained inside Germany in the establishment of the German Serum Convention, must be upheld in the execution of collaboration in the European sphere of economy."

that by means of this plan I also wanted to further the interest of the Behring works and in particular attempted to gain more public recognition and a place in international scientific collaboration for this works, founded by Emil von Behring, the discoverer of the Diphtheria-Serum and the creator of the Serum Therapy, which works and its main task in furthering the life work of Behring and his high ideals, can hardly be held against me.

after all, I was rather a young man when I joined the Behringwerke and was greatly impressed by the work of the great founder of that enterprise whose memory, at that time, was still very much alive at the plant. And even today, after almost 25 years of work for the Behringwerke, I consider it a high ethical task to further the life work of P.v.Behring, a man, who after having victoriously battled against diphtheria and tetanus as well as other infectious diseases, devoted his efforts especially to the fight against tuberculosis (and almost broke down in this fight because, at that time, science was not advanced enough to solve this problem) - and I believe that all mankind out of gratitude towards the savior of the children should feel obliged to help realizing it.

General Consul Mann, to whom, as my direct superior I submitted the plan for the re-organization of the serum business, approved of these ideas and assigned the application as well as the interim report of 1 August 1942. In negotiations with authorities he also personally advocated these suggestions and he participated in the negotiations concerning the establishment of cooperation between the German Serum works; during the period in which the Behringwerke belonged to the I.G. Farben he always was most concerned about the interests of the Behringwerke and, within the Vorstand of the I.G., he worked especially for their further development.

I have carefully read the above statement and have initialed or signed every page of the three pages with my own hand. I declare under oath that I say the full truth in this affidavit.

Leverkusen, 10 February 1946.

signed Gerhard Zehn.

Signed before me by Gerhard Zehn as the person who gave the above affidavit.

signed Dr. Hugo Schreem
(Dr. SCHREEM)

Attorney-at-law and Defense Counsel.

Affidavit.

I, Emil de Haas, residing at Linden, Westphalia, Wittkinderloo No.22, German citizen, have had my attention drawn to the fact that I make myself liable to punishment if I submit a false affidavit.

I declare under oath that my statement is true; that it was made voluntarily and that I was not subjected to any duress and that its purpose is to be admitted as evidence in the Military Tribunal No. VI at the Palace of Justice, Nuremberg, Germany.

- 1.) From October 1933 to September 1935 I was employed at I.G. Farben Industry I.G., Berlin, N.W.7. In the beginning I was in the marketing department, or rather in secretarial section III, which was later on incorporated into the marketing department. Next to working in the marketing department I worked as business manager of the Carl Schurz Association which devoted its efforts to the furthering of friendly relations with the USA. After war broke out with the United States I took charge of the marketing department, but was taken over by the economic-political department; I was assigned the Russian section, or rather the Eastern Liaison office of the I.G. which, at the same time was the office of the Eastern committee of the I.G.
 - 2.) With the progress of the occupation of Russian territory, the desire of the I.G. to receive information about the economic developments behind the front increased. Then at that time - about in the middle of 1941 - I was taken over by the economic political department, Berlin N.W.7 (I was, up to that time working in the marketing department at Berlin), and asked to investigate all possible sources of information and to report about the Russian situation what ever material I could get. In practice, only the official authorities were in a position to answer inquiries and to give information. Later on the offices newly founded Eastern offices of the Reich Ministry for the Occupied Eastern Areas and also give information. I must emphasize right here, that this information was neither "secret" nor was the I.G. in any way privileged as a result of especially arranged cooperation to receive that information. Every interested person could receive it upon inquiry. That, in effect such information was, during war times, passed on and labeled "confidential", "strictly confidential" or "secret" etc. is quite natural.
- Out of these above described activities, grew the Eastern Liaison Office. From the chronological viewpoint the first step was that I was in charge of the Russian section within the department of economic politics.

This section then received the name "Eastern Liaison Office" at approximately the same time when the Commercial Eastern Committee was founded, of which Herr Franke became chairman and I business manager.

- 5.) The Eastern Committee was a group composed of various members of the Commercial Committee of the I.G. The technical and administrative part of the enterprise was not represented there, neither was it in the Commercial Committee. To my knowledge the Eastern Committee itself only had one meeting. As a rule Commercial questions concerning the East were discussed during a meeting of the Commercial Committee, which means they were discussed in the presence of the gentlemen of the Eastern Committee. This was all the more practical since all matters in which the Eastern Committee was interested concerned possible sales to the East and, in the last analysis, would any way have to be discussed and decided by the Commercial Committee.
- 6.) The only practical result of the activities of the Eastern Committee is the establishment of the I.G. Office (Kontor) Riga. The industry of the Baltic States, which had remained more or less undamaged soon revealed a rather strong need for chemical products, especially dyes, and products needed in connection with dyes, so that, after consulting the Eastern Committee the Commercial Committee decided to establish a branch office in Riga. The actual foundation was considerably delayed, since the representatives of the Reich Ministry for the Occupied Eastern Areas at Riga obstinately opposed the plans of the I.G. The decisive factor was finally, that the I.G. was in a position to make deliveries; nevertheless even after that office was established the distrust and hostility of that office of the Reich Ministry did not cease. I do not know how the actual business developed afterwards. I could be expected with certainty that sooner or later it would prove profitable, so that one should not call it an enterprise founded for the sake of "prestige" nor should one, in view of the hostile attitude of the authorities, say that the I.G. Office Riga was a forced foundation.
- 7.) The Eastern Committee had no connection whatsoever with the so-called monopoly companies, neither with regard to their foundation, nor in any other way, with the exception of Chemische Ost which, however, was approached for an occasional information and only by me at the Eastern Liaison Office. As far as I remember, most of the monopoly companies were specialized enterprises.
- 8.) My report of 3 January 1945 (Document MI 2996), sent to the members of the Vorstand and of the Commercial Committee contains only a summary of the information received from the official authorities. In this connection I must emphasize once more that this information was given to anybody who could have sufficient legitimate interest.

- 7.) The above-mentioned report of 5 January 1942 contained only information and was sent by Herr Mann only to the members of the Vorstand and of the Commercial Committee, in order to inform them about the stand of affairs, as described by the authorities. Herr Mann's personal opinion is not contained in this report, nor any opinion of members of the East Committee; it is merely an objective summary of the facts and plans as I had received them from the authorities.

Munich, 9 February 1948.

signed: signature.
(Erich Goetz).

Signed before me by Herr Erich Goetz, the person who made the above affidavit.

signed: signature.
(Dr. Christian-Maria Turok)

Defense Counsel Assistant at the
Military Tribunal VI at Nurnberg.

Affidavit.

I, Dr. Josef Grobel, born on 26 October 1891, residing at Opladen, in Frankenberg 2, have had my attention drawn to the fact that I make myself liable to punishment if I submit a false affidavit. I declare under oath, voluntarily and without having been subjected to any duress, the following which is to be submitted as evidence to the Military Tribunal No. VI at Saarnberg:

- 1.) I joined the I.G. Farben on 15 March 1926 and since 1 May 1936 I worked as the director of the pharmaceutical export business in Europe; on 15 February 1945 I ceased to work for the I.G. Farben.
- 2.) As far as I remember the Commercial East Committee within the I.G. Farben was founded in Berlin in 1942; it comprised the commercial branches of the I.G. Farben. The purpose of this foundation was to incorporate the Russian sector into our commercial sales territory. With regard to the pharmaceutical branch of Iryor we considered it our duty to see to it that the population in that area would receive a sufficient amount of drugs with the shortest possible time. We would make every effort with regard to our specialties and chemicals in order to raise soon the level of health and to prevent epidemics. We soon deliberated bulk packings in plain wrappings of our most important products which were to be stored at some central places and distributed from there to the pharmacies etc. The Russian sector was completely a new territory for the Iryor organization, since for decades there had not been any commercial ties with Soviet Russia. Nevertheless all these deliberations did not get beyond the theoretical stage. The German Reich Government later on erected an Ost Pharma Gesellschaft (East Pharmaceutical Company) which was directed by the Department of Pharmaceutical Industry of the Reich Group Chemistry and which had to be supplied by us. This company on its part supplied the occupied Russian sector without informing us about it in detail. The Commercial East Committee of the I.G. Farben concerned only very rarely, as far as I know, since it was not possible to achieve the necessary commercial developments merely supplying the population.

Document MAM No. 129.

Exhibit M-am No.

with the exception of the territory of the Reich Commissariate Ostland, where shipments were carried through via the Pharus Ost G.m.b.H. which had the rights for that territory. The Committee had nothing to do with any registration, evacuation or plunder.

I have read carefully the above statement and have signed it with my own hand.

I declare under oath that the above statement is the full truth.

Raaberg, 2 March 1948.

Dr. Josef Grebel.

Signed before me by Dr. J. Grebel, the person who made the above affidavit.

signed: Dr. Hugo Schürmann.
(Dr. Hugo Schürmann).

Attorney-at-law and defense council.

- END -

Excerpt from:

M i n u t e s

of the 34th meeting of the Vorstand at Berlin N.W. 7, Unter den Linden 78,
at 9.30 a.m., 11 September 1942:

All members of the Vorstand present;

Before beginning with the agenda, Geheimrat Schmitz congratulates on behalf of the Vorstand Dr. Jakobi on occasion of his 60th anniversary with the firm and expresses the firm's gratitude for his services.

The agenda was then taken up in the following order:

1.) Commercial Committee.

.....

Para 3.

3.) Questions relating to the East.

As far as to Dr. Frantsel's speech, Dr. Klein reported on the result of the conferences at the Commercial Committee with regard to questions relating to the East, and he spoke about the decision of that committee to establish control circles throughout the East and possibly also in the Ukraine from which stronghold the commercial interests of all branches could be represented. The idea is that at a later point, when we will have a better idea of how business is going to develop, individual sales associations can separate from these control organizations and can organize themselves independently.

.....

Para 5.

9.) Dates for future meetings.

The dates contemplated for the next meetings are as follows:
27, 28 and 29 October 1942. Place of meeting to be Frankfurt on Main.

signed: E. Schmitz, signed: Bröggemann.

- 33 -

17 Dec.-A-ASchm-1-Keller
Military Tribunal No.VI
IG-Commission

COMMISSION OF THE MILITARY TRIBUNAL No.VI
NUREMBERG, GERMANY, 17 December 1947
Session of 13:30 to 14:45

.....
page 4894

Cross Examination of witness Dr. Kurt Krueger by Defense Counsel
Dr. Berndt.

Dr. BERNDT: Dr. Berndt for the Defendant Lamm.

Q.: Witness, may I ask you once more whether you signed this statement for the Exhibit 1570, NI 10 728 and whether you have it in front of you?

A.: Yes. (to both questions)

Q.: In the first paragraph you mentioned the foundation of the Eastern Company (Ostgesellschaft) or Monopoly Companies (Monopolgesellschaft). May I ask you whether this incorporation took place upon the instigation of a Government regulation or was it on the independent initiative of private industry, and, in particular, of IG Farben?

A.: As far as I know, it was done on the basis of Government regulations or upon Government instigation.

Q.: In the next sentence you speak of the fact that the German Government feared a run of various German interests which would jump on these firms in order to claim them for themselves. Did Farben or any other members of the Vorstand, of the present defendants, have such an intention?

A.: I didn't hear said anything like that about them, and I couldn't observe such a policy in any other way.

Q.: Then you know nothing of that?

A.: No, I don't.

Q.: In the second paragraph you say that the general German economic policy towards Russia

A.: Unfortunately not.

Q.: Is the Russia Committee the successor of the so-called Eastern Liaison Agency, Ost-Verbindungsstelle?

A.: I believe so.

Q.: Was this Eastern Liaison Agency, Ost-Verbindungsstelle, an internal commercial institution of Farben without any official character and without any direct or indirect connection with any Government agency?

A.: Yes.

Q.: Did this Eastern Liaison Agency, Ost-Verbindungsstelle, or its successor, the Commercial Eastern Committee, have the right to make resolutions, to take decisions about the business activity of Farben, in regard to Russia, or quite generally about the East?

A.: I think that ~~it~~ did not have such a right.

Q.: Was the purpose of this Committee and its actual activity directed towards informing themselves about the economic affairs in Russia, to report information about economic measures to be taken which the German Government wanted to introduce? Was it to observe the business processes of other economic enterprises, and finally to compile the material collected in this way to make it available to other gentlemen of Farben?

A.: That describes and outlines the tasks of this Committee pretty exhaustively.

Q.: Were the members of this Eastern Committee, first of all, directors of the sales combines of Farben, for instance, sales combines pharmaceuticals, dyestuffs, chemicals, and so on?

A.: Yes.

Q.: Was this Commercial Eastern Committee an institution which was interested in any way in taking away movables from Russia?

A.: According to the character of the institution, I cannot imagine that they had such an interest. I could actually not observe that they were ever active in this sense.

Q.: Did you observe by conversations or conferences with these gentlemen or because of your general knowledge of the business policy of Farben that the endeavor of the members of the Eastern Committee was generally directed towards selling German products and Farben products which were not available in Russia?

A.: Yes.

Q.: May I ask you whether you have the document, Exhibit 15337

A.: No.

Q.: That is the report of the Vorstand.

A.: No.

DR. BERNDT: Mr. Commissioner, may I ask you in this connection if I may be permitted to submit to the witness the document, Exhibit 1533, which is NI-8265 in Document Book 80 on pages 134 and following, and I should explain that this is a record of the Thirty-sixth Vorstand Meeting of Farben on 17 December 1942 which discusses the Eastern question under paragraph 8, and which remarks that the member of the Vorstand at that time -- Lann -- made certain statements about this Eastern Committee, and it is connected with

I should like to ask the witness quite briefly whether what is contained in this paragraph is correct, as far as he knows?

A.: Absolutely.

Q.: Thank you very much. I shall now come back to Exhibit 1570. Mr. witness, may I point out to you the last sentence of the second paragraph. You say that you could not remember whether he -- Lann -- played any particularly active part with regard to Russia. After I read this to you, can you remember that Lann was decisive in the foundation of this I.G. Kontor, G.m.b.H. ?

A.: Yes, I can. He was interested as the chief of the pharmaceuticals sales combine, and he was also interested in taking over the chairmanship of this Committee at the time.

Q.: Do you know that this enterprise with limited liability, this G.m.b.H., has the main function to sell and distribute products in the Baltic countries and in the East which were produced by Farben in the territory of the Reich, and that they were to be imported to the Eastern countries for the population at large?

A.: Yes.

Q.: Do you know anything about the fact whether this association evacuated any machinery or goods from the East?

A.: I don't know that, and I consider it impossible.

.....

Affidavit.

I, Erwin Delbrueck, born on 23 August 1912, residing at Leverkusen-Bayerwerk, Friedrich Eyerstrasse 2, have had my attention drawn to the fact that I make myself liable to punishment if I submit a false affidavit. I declare under oath, voluntarily and without having been subjected to any duress the following to be submitted to the Military Tribunal VI, at Nurnberg:

Since 1937 I have been a commercial employee of I.G. Farben. In November 1940 I joined the economic-political department of the I.G. Farben at Berlin N.W. 7 and was a referent for the commercial association Bayer-Leverkusen until the end of March 1943.

In the fall of 1941 the Commercial East Committee of the I.G. Farben was founded and Herr Wilhelm Rohlfes, head of the commercial association Bayer-Leverkusen was appointed president. My colleague in the department, Herr Emil de Haas became business manager of that Committee. Herr Emil de Haas conducted the affairs of that committee from his office at the economic-political department of the I.G. Farben, Berlin N.W. 7. At the beginning of 1942 Herr de Haas drew up a kind of economic-political report on the Eastern territories which at that time had been occupied by the German Wehrmacht. This report did, however, not contain any original ideas, opinions or suggestions on the part of I.G. Farben, Herr W.R. Mann or Herr de Haas, but consisted merely of information and statements which Herr de Haas had received upon inquiries from the various competent authorities. The Commercial East Committee of the I.G. Farben was a failure from its very beginning and never became of any importance for the I.G. Farben or any other agency. Apart from occasional passing on of information which it received from the former Reich Ministry for the Occupied Eastern Territories and from other official authorities, it had no functions whatsoever. Herr W.R. Mann's tendencies with regard to all matters concerning the then occupied Eastern territories was: hold back, remain inactive, wait.

I have carefully read the above statement and have signed it with my own hand. I declare under oath that I have said the full truth in this affidavit.

Leverkusen, 12 March 1948.

Signed: Erwin Delbrueck.

Signed before me by Herr Erwin Delbrueck the person who made the above affidavit.

Signed: Dr. Hugo Schreier.

Attorney-at-law and defense Council.

Affidavit.

I, Gerhard Zahn, born on 1 July 1897, residing at Leverkusen-Hörsdorf, Walter Flax Strasse 10, have had my attention drawn to the fact that I make myself liable to punishment if I submit a false affidavit.

I declare under oath, voluntarily and without having been subjected to any duress the following to be submitted to the Military Tribunal No. VI at Eisenberg:

I.) I joined the Behringwerke A.G. Marburg, which at that time were still an independent enterprise, on 1 June 1924; when that enterprise was reorganized and taken over by the I.G. in September 1929, I was also taken over and transferred to Leverkusen. Within the Bayer sales association and since 1931 I have been running the sero-bacteriological and veterinary-medical sales organization which was called "Behringwerke". In 1933 I received power of attorney to sign and in 1940 I became a member of the board of directors.

II.) Serum institutes in the occupied Eastern territories.

In Fall 1941 the Behringwerke were asked by the Reich Ministry for Economics to supply some suitable personnel to take care of and re-open the existing serum institutes located in the occupied Russian territories. Members of age classes were to be chosen who were also subject to be drafted into the Wehrmacht. The following gentlemen were named for this purpose by the Government Behringwerke Leverkusen:

Procurent Heinrich Neumann,
Johann Brunner,
Dr. von
Pharmacist
Hilke
Dr. Robert
Hilke
Hilke
Josef
Dr.

These gentlemen were drafted by the Wehrmacht and after having completed their military basic training they were detailed to serve with the economic staff Ost (Wi-Staff Ost) at Berlin, for the above-mentioned purpose.

In carrying out the tasks to be accomplished in the interest of the fight against epidemics, the gentlemen were effectually supported by Leverkusen and Marburg, especially with regard to supplying the civilian population in the occupied Eastern territories again with vitally necessary sera and vaccines. We went so far in our assistance

that they would give cultures of bacteria for the preparation of the serum and other necessary products to the institutes in the East. For a later stage in that development which would have necessitated more effective help on the part of the Reich to the Eastern institutes the East Ministry had planned to entrust the trustee administration of some of these institutes to the Behringwerke.

For this purpose two "Behringwerke Vertriebs G.m.b.H." were supposed to be founded in 1943. An application for foreign currency in the amount of Reichsmarks 500,000 had been made and was also approved. However, the actual foundation of these firms and the taking over of the trustee administration on the part of the Behringwerke never took place.

In this connection it must be mentioned that, on request of the authorities the Behring Institute at Lemberg, on Polish soil was founded which occupied itself exclusively with the manufacture of typhus vaccines. This institute was a completely new foundation. Its working capital amounted to Zloty 1,000,000.--. The Behringwerke transported a large quantity of equipment, machinery and apparatus from Germany to Lemberg, which were partly retained there.

I have carefully read the above statement and have signed each of the two pages with my own hand or have initialed them. I declare under oath that this affidavit contains the whole truth.

Lwowhusen, 23 February 1945.

Signed: Gerhard Zahn.

Signed before us by Herr Gerhard Zahn the person who made the above affidavit.

Signed: Dr. Hugo Schramm.
(Dr. Schramm, Kato)

Attorney-at-law and Defense Counsel.

CERTIFICATE OF TRANSLATION.

We hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the Document Book Mann III.

Nuernberg, 30 March 1948.

| | | |
|---------------|--------------|------------|
| Pages 1 - 51 | Levin, | D 153 535 |
| pages 52 - 72 | Gottschick | 20 096 |
| pages 73 - 76 | Herkheim | D 230 019 |
| pages 77 - 80 | v. Souffart | D 397 929 |
| pages 81 - 82 | Reichelstein | X 046 207 |
| pages 83 - 86 | v. Souffart | D 397 929 |
| pages 88 - 91 | Reichelstein | X 046 289. |

Case 6
Defense

TRIBUNAL VI

Case No. 6

DOCUMENT BOOK IV

(Rhone-Foulenc)

for

Wilhelm Rudolf Mann

Presented by

Defense Counsel

Dr. ERICH BERGOT

Attorney-at-Law

Strong



Index to Document Book IV

for W. B. Mass

| Doc. No. | Exh. No. | Contents | Page |
|----------|----------|---|------|
| 331 | | affidavit by Georg Balz, Leverkusen, concerning I.G. Farben takeover in France for pharmaceuticals and sera from 1939 - 1939 (not including plant protection agents and licences) | 1 |
| 326 | | Minutes of the conference of the SAIFA officials held on 13 June 1939 under the chairmanship of W.B. Mass. - survey of the overall situation of the pharmaceutical business (SAIFA) makes it necessary to take up manufacture in France | 2 |
| 321 | | affidavit by Walter Schmitt, Upper-Weilheim, concerning discussions held by SAIFA I.G. Farben in Paris on 20 Feb and 21 Oct 1938 - also on 5 and 7 June 1939. The company resolved to set up its own French manufacturing company of pharmaceutical specialities | 3 |
| 333 | | Affidavit dated 16 Feb 1940 by Rudolf Langsdorff, Cologne-Rhein containing an ad verbum excerpt from the minutes of the 13th meeting of the Commercial Committee of 15 June 1939. A report is given on the pharmaceutical business in France and the measures which have been taken. | 5 |
| 327 | | Affidavit by Rudolf Langsdorff, containing an ad verbum excerpt from the minutes of the 75th Pharmaceutical Main Conference on 20 July 1939. Langsdorff (Director attached to SAIFA) reports on the building up of the business in France since 1938 and the reasons for the little progress made. It was resolved to start work starting in France. | 6 |

| | | | |
|-----|--|---|----|
| 329 | | Affidavit by Alexander BRAUNINGER, Leverkusen-Misdorf concerning the agreements existing between BAYER, I.G. Farben and Rhone-Poulenc at the outbreak of the war, the reasons for the understanding arrived at between the two firms and the duration of the agreements. "Such agreements were usually preceded by periods of completely free competition, during which a steady drop in the level of prices had gradually led to the point where none of the producing firms had any longer any special interest in the farther uncontrolled sales." R.P. recognizes that BAYER has priority for remedies for malaria. | 7 |
| 333 | | Letter dated 5.3.1934 from Rhone-Poulenc to I.G. Leverkusen, acknowledging the affinity of their preparation "Quinacrine" with BAYER'S Atobrine and offering I.G. Farben a royalty of 10% for the imitation. | 10 |
| 331 | | Affidavit dated 17.3.1948 by Dr. Ernst GALT, in charge of questions of patents at Leverkusen, concerning the interpretation of Art.3 of the French Patents Law of 6.7.1944 in regard to the patenting of pharmaceutical inventions in France. It says: "that the new version of the French Patent Law of 1944 pertaining to the patentability of the production processes for pharmaceutical products in France is still in force at the present time (whereas other laws enacted at the time of the occupation by the German troops were rescinded after the German retreat)." | 13 |

| | | |
|-----|--|----|
| 559 | Letter dated 31 March 1941 from I.G. Patent Department, Leverkusen to Mann, enclosing letter from the Reich Minister of Justice, Berlin addressed to I.G. Leverkusen and dated 26 March 1941. Contains the reply to the letter of the Patent Department, Leverkusen of 4 November 1940 (Doc. NI-7651 - Prosecution Exhibit, 1267 - Document Book 60). "The Foreign Office has for the time being refrained from approaching the French Government in the matter." | 18 |
| 335 | Affidavit dated 13 March 1943 by Werner Schmitz, Manager of the Sales Department for France in I.G. Farben. Already in 1927 the representatives of I.G. said on several occasions "that also the firm of RP favored the creation of a patent in the pharmaceutical field". When contact was first made with the officials of RP in November 1940 they stated of their own volition, that they too, as a serious firm, were in favor of this claim (introduction of a law to protect the patent). | 21 |
| 627 | Expanded explanation note by RP. (Herrl Bo) for I.G. Farben, dated 1 December 1940. In connection with the introduction of a law for the protection of patents in the statutes concerning pharmaceuticals. "We will gladly undertake steps in the same direction ourselves, as we have done in the past". | 23 |
| 581 | File Memorandum dated 1 March 1941 from the conference with RP (Grillet, Bo, Barral) on 25 and 26 February 1941 in Leverkusen. "Herr Bo still promised that RP would pull its weight for the introduction of a patent law in France, as it was itself interested." | 24 |
| 522 | Communication from I.G.T. (W. Schmitz) to Director Dr. Hruoggermann dated 12 May 1941 to the effect that in his negotiations with RP/Spezia on 28 and 29 April 1941 Herr Bo reported "spontaneously" that he was making further efforts on behalf of the introduction of patent protection in France | 25 |

| | | |
|-----|--|----|
| 566 | Letter dated 19 December 1941 from the I.G. Patents Department, Leverkusen, to Brueggemann, Hoorlein, Mann. The French (part of the industry and patent agents) intend to make an application to the "Ministry of Industrial Production" in order to submit quite clear that, "even if the pharmaceutical products themselves are not such that they can be patented, this in no way affects the methods of production which are fully qualified to be protected by patent". | 26 |
| 567 | Letter dated 28 November 1941 from the French Patent Agents, C. J. de Lenclos, ... Mangaud, Paris, to I.G. Leverkusen, enclosing a report on a conference with Jone-Paulone on 28 October 1941 concerning in covenants in patent protection of pharmaceutical products. | 27 |
| 576 | No. 26 Journal Officiel de la République of 30 January 1944 setting out the Law of 27 January 1944, applying the Law of 5 July 1934 concerning pharmaceutical expositions. The method of production is acknowledged to be patentable. | 32 |
| 598 | Letter dated 12 February 1948 from Messrs. G. Beau de Lenclos, J. Mangaud, G. Housard, consulting advisors to the Patent Office, Paris, to Farbwerke I.G. Leverkusen, concerning French Law of 27 January 1944. For the rest there is no reason why this Law of 27 January 1944, which modified some basic points of the Law of 5 July 1934, in other words, it was not a law "arising out of present circumstances", should be amended in the future. The amendment was made as a consequence of a number of objections by French industry, which advised, among other things, the inaccuracy of jurisprudence on the subject, more especially the jurisprudence of the Council of State. | 36 |

Index to Document Book IV

for W.R. MANN

| Doc.No. | Ech.No. | C o n t e n t s | Page |
|---------|---------|--|------|
| 339 | | Circular letter dated 27 January 1939 from the Economic Group for Chemistry (Wigra Chemie) Berlin. Wigra Chemie gave information on an agreement between the German and the French Government Commission. Economic cooperation between the two nations should be promoted in every way. Handling of major projects, agreement on prices and markets. Negotiations with the French Government Commission are being continued. | 38 |
| 341 | | Excerpt from "Documents of German Policy" Vol. 37, 1940, published by Junker and Dronninghant, Berlin, No. 183/185, containing the preamble to the German armistice conditions for France, dated 21 June 1940. | 40 |
| 342 | | Copy of Document 83 137 (83 E-Secret Decree from Goering (W.S. 11964/5 G) Berlin, dated 2 August 1940 on measures planned by the Government with relation to foreign enterprises. | 41 |
| 343 | | Copy of Document NI-944 A 500-Letter from the Foreign Office (II a 4122/42) Berlin, to the Reich Ministry of Economics and the German Embassy in Paris dated 12 October 1942. No advantage "in giving the French a chance to acquire an interest in German industry." | 45 |
| 649 | | Excerpt from records of meeting, Case VI, dated 27 January 1948 (P.5903) - Interrogation of Min.Dir.Schletterer by Dr. Slemers - re the Reich Ministry of Economics' request for a description of economic injury arising from the Treaty of Versailles. | 48 |
| 322 | | Affidavit by Werner Schmitt, referring to Doc. NI-6839 Prosecution Ech.1241 Doc.Book 59 (Minutes of negotiations on postwar planning in Dieppe, Paris, Brussels/29 August - 5 September 1940). These minutes were never in the business files in Leverkusen. All Mann's efforts and his instructions to his subordinates were directed towards conducting the negotiations with Rhone-Poulenc in accordance with normal business procedures. | 49 |

Index to Document Book IV

for W.R. MAEN

| Doc.No. | Exh.No. | Contents | Page |
|---------|---------|---|------|
| 345 | | Minutes of the 37th meeting of the Commercial Committee on 12 November 1940. Herr Maen gave information as to the stage reached in negotiations with RF. In the cooperation planned by him, he is not interested in production, but only in sales. | 51 |
| 348 | | Affidavit by Werner Schmidt. BAYER never attempted to bring about general compulsory authorization for the pharmaceutical industry in France. Rhono-Poulenc continued or recommenced full-scale production even after the occupation. | 52 |
| 337 | | Affidavit by Werner Schmidt. During the entire period of relationship with RF Leyer never suggested that official pressure be brought to bear, or even that the authorities intervene. On Herr Maen's instructions, the authorities and the Armistice Commission were not to be involved in the negotiations with RF. - The French officials expressed their admiration and gratitude for the loyal and fair way in which we conducted negotiations. | 53 |
| 353 | | Excerpt from the memorandum of Wipo, Berlin, dated 1 October 1940, on the conference in the Reich Ministry of Economics on 28 September 1940. Maen informed the Reich Ministry of Economics that the main object of the first trip to Paris at the end of August 1940 was to sort out the rather confused state of affairs in the former Dr. Rigal agency, to set up a new agency, and to find out what the opinion was in Paris on "any future collaboration with the German pharmaceutical industry." He was able to establish the existence of two trends: "The view, point of the conqueror, complete dismemberment of the French pharmaceutical industry" and the other idea: "Intention of cooperating, but individual existence of French pharmaceutical industry in no circumstances to be infringed on." | 54 |

Index to Document Book IV

for W.R. MANN

| Doc.No. | Exh.No. | Contents | Page |
|---------|-------------|---|------|
| 355 | | Note from Mann to Hoff Fauro-Boulicou, dated 5 October 1941. Mann made proposals for a "private economic understanding with Rhone-Poulenc" and for mutual collaborations. The I.G. is prepared if necessary, to sell the new products in the future through the joint distribution company. Offer of reciprocal agreement. | 58 |
| | "confident" | | |
| 359 | | Letter from Sopi (Krantz) to Mann, dated 5 October 1940 on negotiations with Rhone-Poulenc. "The gentleman expressed complete agreement with your proposals." | 62 |
| 362 | | Letter from Sopi (Krantz) to Mann, dated 19 October 1941, on Fauro-Boulicou's conference with Buisson (President of Rhone-Poulenc). "The general impression is that the Rhone-Poulenc officials do in fact propose to come to an agreement with us on the subject of possible future collaboration." | 63 |
| 363 | | Letter from Krantz to Mann, dated 15 November 1940, on discussions with RF (Buisson, Grillet, So, Burrel). The discussions proceeded a friendly tone throughout. Krantz (Bayer representative) told Fauro-Boulicou that the mention of an aggravation of the raw material supply situation was "too far-reaching" for discussion. | 64 |
| 364 | | Letter from Brock and Krantz to Mann, dated 20 November 1940, with a report appended on Fauro-Boulicou's visit to RF on 19 November 1940. The report contains RF's suggestions for an agreement with I.G. BAYER. "An agreement would have to be planned for the new products." | 68 |

Index to Document Book IV
for W.R. MANN

| Doc.No. | Sch.No. | Contents | Page |
|---------|---------|--|------|
| 373 | | Affidavit by Fritz Brock. From 1928 to 1944 he was the Paris representative of I.G.Farben, Pharmaceuticals Department. He gives the reasons why Mr. Faure Beau- lieu was employed in the negotiations with Rhono-Poulenc. Mann disliked the idea of negotiating with the French as victor with the vanquished. The French partners were not to get the impression that they had no choice. | 72 |
| 648 | | Affidavit by Marcel Bo, assistant direc- tor general of Rhono-Poulenc. Document No. NI-10544, C0070. The witness states: "I found in the course of negotiations with the I.G. that he (Faure Beau- lieu) invariably supported the French point of view." | 74 |
| 372 | | List of Rhono-Poulenc/Special products identical with, closely related to or similar to BAYER products, drawn up by BAYER I.G.Farben dated 13 December 1940. | 75 |
| 628 | | Rhono-Poulenc's list of pharmaceutical products distributed by it. No. note: From RP, red markings by Mr. Grillet. | 78 |
| 373 | | Affidavit by Werner Schmitz ref. Document No.348. During the meeting held in Paris on 29 and 30 November 1940 Mr.Grillet of his own free will proposed payment of royalties for high grade pharmaceutical products and presented a list which had been drawn up before the meeting and in which products to be subject to royalties were marked in red. | 80 |

Index of Document Book No. IV
for F. R. MANN

| Doc. No. Exh. No. | Contents | Page |
|-------------------|--|------|
| 627 | Note annexe explicative (explanatory note) by Rhone-Poulenc (Rp) dated 1 December 1940. This contains their attitude to the BAYER IG Farben proposals. (re licence agreement I). Rhone-Poulenc defines its attitude to every single article of the contract. In connexion with Article 2, the products listed are stated to be identical with those pointed out to Herr Mann by Mr. Grillet. | 81 |
| 368 | Copy of letter written by BAYER IG Farben (Mann/Dr. Grubel) to Rhone-Poulenc/Saevic dated 18 December 1940. Mann declares his agreement in principle with the wording of the draft contract drawn up by RP. He acknowledges as valid the objections raised by Rhone-Poulenc to a common sales company and wishes to drop that project accordingly. He suggests that 25% of the share capital of Rhone-Poulenc be acquired in exchange for I.G. Farben shares. He offers to Rhone-Poulenc, for production and distribution in France, the French colonies, protectorates and mandates, products to be manufactured by BAYER, against payment of royalties, on a basis of reciprocity. | 88 |
| 385 | Affidavit by Werner Solnitz. BAYER never intended to demand royalties retroactively for the period from 1918 - 1939 for the products affected by agreement No. I. BAYER was morally and as to clear up the position with regard to imitations. BAYER took up that attitude in opposition to the express desire of the German government, that retroactive reparations be demanded in the peace treaty with France. | 92 |

Index of Document No. IV
for W.R. MANN

| Doc. No. | Exh. No. | Contents | Page |
|----------|----------|---|------|
| 553 | | Letter written by Brock/Krentz to Dr. Grobel (Director of BAYER IG Farben) dated 8 February 1941. The French government has officially ratified the contract which has been signed. | 93 |
| 554 | | Letter written by BAYER to Sopi, Paris, dated 11 February 1941, on the immediate suspension of sales of Aspirin by the BAYER agency in France. | 94 |
| 555 | | Letter written by Sopi (Krentz) to BAYER dated 18 February 1941; reply to letter from BAYER dated 11 February 1941. | 95 |
| 379 | | Affidavit by Louis Krentz, Paris, representative of BAYER from August 1940 to 1941. "In accordance with our original intentions we had conducted the negotiations purely on a business basis without the assistance of the German authorities in Paris." During the whole course of the negotiations the assistance of these authorities had neither directly nor indirectly been desired or called upon. | 96 |
| 347 | | Affidavit by Dr. Josef Grobel, former Direktor of BAYER for export to European countries of pharmaceutical products. The witness describes the development of the BAYER business in France prior to world war II. Pressure or intervention on the part of the government authorities had never been mentioned as a means of exerting influence during the whole course of the negotiations with Bone-Poulenc in 1940. | 99 |

Index of Document Book IV
for W.R. MINN

Doc. No. Pch. No. C o n t e n t s Page

"suggestions of pressure had quite
deliberately been avoided".
Offices in Berlin and Paris had been
informed of the negotiations only
as far as was absolutely necessary.
"We were perfectly aware of the fact,
that the German authorities, and above
all the Party, would have little
sympathy with a "gentleman's
agreement" of this kind.

DOCUMENT PAGE IV

(Zhong-Fouling)

for

Wilhelm Rudolf A A K A

I confirm that all the documents contained
in this Document Book are identical with
the documents submitted to the Tribunal.

Nuremberg, 19 March 1946

Dr. Brian Burnett,
Defense Counsel.

Affidavit.

FRANCE

The Turnover of the Pharmaceutics and Sora
Departments, excluding Plant Protection Agents and
Goods produced on License

| | RM |
|----------------|-----------|
| 1929 | 890,013 |
| 1930 | 1,263,787 |
| 1931 | 1,031,374 |
| 1932 | 955,647 |
| 1933 | 1,251,319 |
| 1934 | 856,230 |
| 1935 | 998,085 |
| 1936 | 1,431,311 |
| 1937 | 1,297,076 |
| 1938 | 818,756 |
| 1939 | 519,289 |

Licenses not entered until 1941.

I, Georg Balz, living at Leverkusen-Kueppersteg, Bebelstrasse 95, have been duly advised that I shall render myself liable to punishment by giving a false affidavit.

I declare on oath that my statements are true and were made in order to be submitted as evidence to Military Tribunal No. VI, Palace of Justice, Nuernberg, Germany.

Signed: Georg Balz

Document Register No. 71/1948

I, Assessor Dr. jur. Max Heinrich, Leverkusen-Schlobusch II, herewith attest and witness the authenticity of the above signature, known to me to be that of Georg Balz, Leverkusen-Kueppersteg, Bebelstrasse 95, which was appended in my presence on 15 January 1948.

Opladen, 15 January 1948

Assistant to Justizrat Heckmann, Lawyer.

Signed: Dr. Heinrich
(Dr. HEINRICH)
Assessor

D.B. 10/39 . . .

Strictly confidential

Minutes of the Conference of the

Directors of the "Payer"

(Sales Combine for Pharmaceuticals and Plant Protection Agents)

held in Leverkusen on 13 June 1939 at 0900 hrs.

Participants : W.R. Mann (Chairman)
 Brueggemann
 Krebs
 Mentzel
 Grobel
 Paulmann
 Berg
 Merk
 Zahn
 Lenguth (Recorder)

I. GENERAL BUSINESS:

.....

II. PRICES, AGREEMENTS:

.....

III. OTHER MATTERS OF CURRENT IMPORTANCE:

B 2 261) France/Production.

The Chairman gave a report on the discussions in Paris. The review of the general situation of our pharmaceutical business in the post-war period rendered it necessary for us to commence production in France.

.....

277) Ref. Point C 512: Siam / Addition and Multi-
plication Machine.

The purchase of such a machine was approved.

Approved :

signed: Mann

A f f i d a v i t .

I, Ferner S c h m i t z , born 7 May 1903, living at Wuppertal-Sarmen, Eschenstrasse 105, have been duly advised that I shall render myself liable to punishment by giving a false affidavit. I herewith declare the following on oath, of my own free will and without coercion, in order that it may be submitted to Military Tribunal No. VI, Nuernberg :

1) I have been an employee of the dyestuffs factories, formerly Friedrich Bayer and Co., subsequently I.G. Farbenindustrie Aktiengesellschaft, Leverkusen, since 1 April 1921. My work within the Bayer Sales Combine is as follows : Prokurist and Chief of Sales Department B 2 (Italy, France and Belgium) and from 1940 onwards, of P 3 as well (Holland, Switzerland, Spain and Portugal).

2) The firm of Bayer had decided long before the beginning of the war to have its pharmaceutical specialities produced by a French Company and to sell them through its own Sales Organizations as home-produced goods. It was decided during the discussions in Paris on 28 February, 1 and 2 March 1938 and 20 and 21 October 1938 that the existing range of products finished in France, namely Aspirin, Mellin, Casparal and Helmital was to be considerably increased by the inclusion of new products. Even at that time, the packing of the four products mentioned above showed signs of French influence, and beneath the Bayer cross, the wrappings marked "produits francais" or "fabrication francaise" (made in France).

An attempt to reach an agreement with the firm Roussel (Laboratoires Chimiotherapie) on the subject of licenses and of the production of Bayer products at the beginning of 1939 was unsuccessful, as the French firm made the unwarranted demand that they should receive the monopoly of the world market for the Bayer products which it was intended to produce on license. Bayer was naturally unable to comply with this demand on account of its own world-wide sales organizations.

On the occasion of a conference held in Paris on 6 and 7 June 1939, it was therefore decided that the firm should establish its own manufacturing company, one quarter of the capital for which should be raised by Herr Sigel, the then representative of Bayer, and three quarters by the firm of Bayer itself. No advance was made in these plans in the turbulent months preceding the war, and with the outbreak of war, they were completely abandoned.

I have carefully read the above affidavit and have appended my signature thereto.

I herewith declare on oath that

(page 2 of original)

I have stated the absolute truth in this affidavit.

Leverkusen, 10 March 1948

Signed : Werner Schmitz
(Werner Schmitz)

Signed in my presence by Herr Werner Schmitz as the person
giving the above affidavit.

Signed : Dr. Hugo Schramm
(Dr. Hugo Schramm)

Attorney-at-Law and Defense Counsel

A f f i d a v i t .

I, Rudolf Langguth, born 13 September 1891, living at Koeln-Rickl, Amsterdamerstrasse 112, have been duly advised that I shall render myself liable to punishment by giving a false affidavit.

I herewith declare the following on oath, of my own free will and without coercion, in order that it may be submitted to the Military Tribunal, Nuernberg :

I. I have been an employee of I.G. Farben and its legal predecessors (Farbwerke Hoechst) since July 1912. During the period of the fusion of I.G. Farben, I was transferred to Leverkusen. In 1929, I took over the management of the Secretariat of the Pharmaceutics Department of what later became the Department of the Directorate of "Bayer".

II. In the minutes of the 23rd. meeting of the Commercial Committee held on 16 June 1939, the following passage occurs :

"France.

Herr Mann informed the meeting of the present state of the pharmaceutical business in France and the measures dictated by the situation."

I have carefully read the above statement and have signed it with my own hand. I declare on oath that I have stated the absolute truth in this affidavit.

Leverkusen, 19 February 1948.

Signed : Rudolf Langguth

Signed in my presence by Herr Rudolf Langguth as the person giving the above affidavit.

Signed : Dr. Christian H. Guerck
Assistant Defense Counsel
Military Tribunal XI, Nuernberg

A f f i d a v i t .

I, Rudolf Langguth, born 13 September 1891, living at Kooln-Riehl, Ansterdamerstrasse 112, have been duly advised that I shall render myself liable to punishment by giving a false affidavit.

I herewith declare the following on oath, of my own free will and without coercion, in order that it may be submitted to the Military Tribunal, Nuernberg :

I. I have been an employee of I.G. Farben and its legal predecessor (Farbwerke Hoechst) since July 1912. During the period of the fusion of I.G. Farben, I was transferred to Leverkusen. In 1929 I took over the management of the Secretariat of the Pharmaceutica Department of what later became the Department of the Directorate of "Bayer".

II. In the minutes of the 75th. Main Pharmaceutics Conference held on 19 July 1939, the following passage occurs :

"Situation in France and Spain".

Grobel gave a report on the development of business in France in the year 1925 and discussed the reasons why, despite the re-organization of our agencies there, it had not been possible to make any notable progress. Serious examination of the situation as a whole had established that no progress would be made unless we commenced actual production in France, through the intermediary of a French Company to be owned by us. It was thus decided to embark, in the first place, upon the production of padutin, caspolon and caspoferron, evipan-sodium and possibly lacarnol in France".

I have carefully read the above statement and have signed it with my own hand. I declare on oath that I have stated the absolute truth in this affidavit.

Leverkusen, 19 February 1948

Signed : Rudolf Langguth

Signed in my presence by Herr Rudolf Langguth, as the person making the above affidavit.

Signed : Dr. Christian K. Tuerck
Assistant Defense Counsel
Military Tribunal VI, Nuernberg

A F F I D A V I T

I, Alexander WILHELM, born 1 May 1891, residing in Leverkusen - Wiedorf, Karl Frederstrasse 5, have had my attention drawn to the fact that I shall render myself liable to punishment if I make a false affidavit. I declare the following on oath of my own free will and without compulsion, for presentation before Military Tribunal VI in Köln, org.

1.) Since October 1913 I have been an employee of the Dyes Factory formerly Dieter Lucas & Brüning, Frankfurt a.M. - Frankfurt, later I.G. Farbenindustrie Aktiengesellschaft, Leverkusen. My position in the "Dye" Selling Association is that of Head of the "Dye" Central Department K.

2.) During my service with the "Dye" Central Department K, the I.G. Farbenindustrie, up to the outbreak of war, concluded a number of Convention agreements in the field of pharmaceutical chemicals with the firm Société des Usines Chimiques Mono-Coulancé, Paris. Further stipulations to these agreements were sometimes other German or foreign firms, or also it happened that we came to certain agreements jointly with the French firm and other firms or commercial lines with producers of the article in question in other countries.

Such agreements were usually recorded for periods of completely free competition, during which a steady drop in the level of prices had gradually led to the point where none of the producing firms had any longer any special interest in further uncontrolled sales of the products in question - Acetylsalicylic acid, antipyrine, dimethylaminopyrene, potassium salicylate, phenacetin, phenylsalicylate, papaverin, salicylic acid.

In the negotiations each separate participant represented his own special interests, and the agreements brought to each member of the convention the equal advantage of a unified price suitable for each article, and usually definite sales quotas based on the extent of their commercial activity up to then. The French firm usually also acquired at their own request the concession of a sales monopoly in their own country, while the German signatories secured protection for their own sales in their homeland.

Were these Convention agreements were still in force at the outbreak of war, it could be assumed that but for this interruption they would have continued to operate for some considerable time.

As far as special pharmaceutical preparations are concerned, the following agreements with the Société des Usines Chimiques Rhono-Poulenc are known to us to have still been in force at the outbreak of war:

Cortamin/Arnol

Agreement concluded November/December 1925.
Arose out of the fact that both sides possessed patents and for the purpose of regulating production and distribution of the commercial products in question.

The insuring of availability of basic materials and intermediate products at cost price by "Bayer" to Rhono-Poulenc for the purpose of cheapening the products covered by the agreement for the French file.

Sales restricted for Rhono-Poulenc to France and Belgium including the colonies, protectorates and mandates of these countries.

Agreement by I.G. to forgo sales in the above areas, from 1931 onwards only in France and areas connected with France.

Distribution of profits according to scale agreed upon (Rhono-Poulenc 30%). Period of validity for the time being until 30 September 1937 with possible tacit prolongation unless one of the parties gives notice of withdrawal at the end of the period.

Arnol/Chloroformol

Agreement concluded 20 February 1933.

Arose out of the dependence of the Rhono-Poulenc process on the I.G. patent.

I.G. confers license on Rhono-Poulenc for France, colonies, protectorates, and mandated territories, as well as Belgium. I.G. forgoes sales in these territories.

Rhono-Poulenc pays license to I.G. (10% of net invoice totals).

Valid until 22 October 1945.

Remedies for malaria

Agreement concluded April 1934.

Arose out of Rhono-Poulenc's activity in this territory, for which I.G. clearly possesses priority. Recognition of this priority by Rhono-Poulenc as a subdivision of territory between I.G. and Rhono-Poulenc.

Rhono-Poulenc sells in France, French colonies, protected areas and mandated territories, I.G. elsewhere. Rhono-Poulenc pays license to I.G. (10% of net turnover) until 30 June 1949. Exchange of scientific publications. Valid until 30 June 1959.

Acogrin/Loth-lone

Agreement concluded May 1935.
Subsequent inclusion of a further relevant product into the
Malaria remedy agreement.
Valid until 30 April 1960, Payment of license until 30 April
1950.

Viterin D 1/Bavitine

Agreement concluded April 1947.

Arose out of Rhone-Poulenc's dependence on the patent owned
by I.G.
License for the I.G. process granted to Rhone-Poulenc for
France, colonies, protectorates and mandated territories.
I.G. reserves sale rights in these areas.
Rhone-Poulenc pays license to I.G. (10% of net turnover)
Valid until 31 December 1961 (payment of license only until
31 December 1951).

The four above-mentioned agreements in the sphere
of special pharmaceutical products were jointly worked out
in the so-called Agreement I of December 1940 with the firm:
Société des Trains Chimiques Rhone-Poulenc, Paris.

I have carefully read through the above statement and personally
initialled and signed each of the four pages.

I declare on oath that I have said the absolute truth in this
affidavit.

Levorhansen, 19 February 1948.

(signed) Alexander BRAUNINGER

Seen in my presence by Herr Alexander Brauninger who is
the person making the above affidavit.

(signed) Dr. Christian H. TIERCK

Defense Counsel Assistant
at Military Tribunal VI
Nurnberg

Document 1588 No. 333
Exhibit No.

Société des Usines Chimiques

PARIS - FRANCE

Management

Various handwritten remarks.

Paris, 5 February 1934.
21, Rue Jean-Goujon (VIIIe)

I. G. Farbenindustrie A.-G.

Pharmaceutical Department
Management

Leverhulsen B. Bohn

Secretary

Sirs,

The fight against malaria is an important question in which our laboratories could not fail to be interested. You have acted as pioneers in this respect, and the important results already obtained by you with substances belonging to the quinoline and acridine groups have encouraged chemists in various countries to research on the same lines.

It was in this way that our chemists came to prepare a diethyl inopentyl imino-chloro-ethoxy-acridine, which they certainly thought was very similar to your atabrine, but its identity with the latter was only established recently when you published its formula.

I. G. Farbenindustrie A. G.
Pharmaceutical Department - Management -

2. 5 February 1934

At that time we had already launched our product under the name of "MILACRINE" and we intended to exploit this product commercially in all countries

where the attention is directed to the fact.

It is noted that the contract of view, we are
very pleased with our rights, we are not aware that we
are entitled to a certain extent for our initiative.

In respect of these contracts, we are because we will
like to have the best relations with the public services have
in a certain manner, we request a place at your disposal
to discuss the project with the explanation of the project itself
and to, if possible, to lengthen the time which has been used in connection
with the project. It is noted that the project is dated 1954.

Very truly,
Yours faithfully,
[Signature]

Enclosed is a copy of the report of the project.
Respectfully,
[Signature]

at the [Signature]
[Signature]

A F F I D A V I T

I, Dr. Ernst CLUER, born on 16 August 1904, residing in Leverkusen-Schleibusch III, Glückstr. 15, have been warned that making a false affidavit is punishable. I declare the following on oath, voluntarily and without coercion, for the purpose of presentation to the Military Tribunal VI in Nuremberg:

- 1) I have been an employee of the Farbenfabriken formerly Friedrich Bayer & Co., later I.G. Farbenindustrie Aktiengesellschaft, Leverkusen, since 1934. My activity with the I.G. Farbenindustrie comprises the handling of all questions of legal trade protection and particularly patent questions.
- 2) On the question of the patentability of pharmaceutical inventions in France, I declare the following:

By virtue of Article 3 of the French Patent Law of 5 July 1844

"pharmaceutical compositions or
drugs of any kind"

are not patentable in France. In view of the fact that an invention in the pharmaceutical field may either be the discovery of an entirely new remedy (substance invention) or merely the discovery of a new production process (process invention), the question arises whether the legislator intended the exceptional clause of the above-mentioned Article 3 to refer to the category of substance inventions only, or to include also the category of pharmaceutical process inventions. In view of the fact that exceptional clauses are on principle to be closely interpreted, we may assume that the process for the manufacture of pharmaceutical products is to be considered patentable in accordance with the law of 5 July 1844. All competent commentators of the French Patent Law agree with me regarding this interpretation. I refer below to the opinions of several well-known French experts, quoting the source:

- a) Pierre LOYER, Ingénieur-Conseil en Propriété Industrielle, Paris, in "La non-brevetabilité des produits pharmaceutiques en droit français".

"Neither in the law nor in the sources of the law can there be found any justification for the broad interpretation that the non-patentability provisions refer to the production process Consequently, production processes are in no circumstances to be regarded as inventions which are not patentable according to the clearly defined decision of the legislator".

- b) Malvaut, patent lawyer, in "Das Patentrecht in Frankreich" (The Patent Law in France), 1936, p.4:

"Not patentable are: 1) drugs or pharmaceutical preparations (Processes and apparatus, however, which are required for the production of these preparations are patentable."

- c) Pierre LOUTR, in "L'exploitation et la défense des créations industrielles", 1929, p. 31:

"However, the production process will, in any case, be absolutely patentable".

- d) Ch. LYON-CAMM and Eug. POUILLET in "Recueil général de législation et des traités concernant la propriété industrielle", volume 1, 1896, p. 276:

"As a matter of fact, valid patent rights can be obtained for processes for the production of medicaments, or for surgical instruments".

- e) R. FOURNIER and Ch. WEISSMANN in "Les brevets d'invention", 1926, p. 47:

"The prohibiting decree (of granting patent rights regarding a pharmaceutical composition) is limited and does not refer to production processes or processes concerning the administering of medicaments."

- f) Eug. POUILLET in "Traité théorique et pratique des brevets d'invention et des secrets de fabrication", 1915, p.120:

"Even if the medicament itself is not patentable, the production process, the instrument etc., are. There is no doubt that a new production process for quinine etc., is patentable."

- g) H. HESSIUS in "Traité des brevets d'invention, 1931, p. 113:

"The wording of article 3 of the law of 1854 does not include machinery and processes which are used for the manufacture of pharmaceutical products. It refers to the products themselves and not to the means of production. Consequently, an invention is patentable if it concerns a process for the production of a medicament."

Hessius, as well as Pouillet quotes previously several other commentators who agree with this opinion, such as Bédarride, Picard et Olin, Roudé, Mart, Mainié, Pelletier and Couhin.

- h) Alain Casalonga in "Traité de la brevetabilité, 1939, p. 200/201 "Theory and practice recognize the validity of a patent concerning the production process etc."

The above quotations are, in my opinion, sufficient proof that, also according to general opinion prevailing among French experts, processes for the manufacture of pharmaceutical products in France are patentable in accordance with the law of 1844. However, I should not like to miss the opportunity of pointing out that the Courts have not always agreed with this opinion in their judgments. For decades, patent applications for manufacturing processes for pharmaceutical products were rejected. In the ten or fifteen years prior to the war, however, patent rights were granted in France for manufacturing processes, though not generally. There were endeavours towards reform on the part of the French industry and other competent agencies which tried to obtain a precise definition of the patentability of such manufacturing processes, so as to remove existing obscurities. Proposals were even made with the object of retaining the pharmaceutical products themselves (material protection) (Stoffschutz) by granting patents for them (see, for example "Bulletin de la propriété industrielle" No. 8 of August 1924, p. 165). I shall refer below to a number of quotations which prove unequivocally that there is an urgent demand in France for an appropriate reform of the law of 1844.

a) Toullier writes in "Traité des brevets d'invention et des secrets de fabrication" *inter alia*:

"The present draft for the law of 1924 retains the prohibition of granting patents for pharmaceutical compounds. This is to be regretted. It would be definitely better to remove all obstacles concerning patentability and to provide only in exceptional cases for a local appropriation procedure concerning patents." (see p. 160)

In the same place, he states that at one time the legislator had feared that the patent, even if granted without guarantee, might turn out to be a weapon in the hands of charlatans, or the inventor might make a monopoly of a medicine necessary for the health of the public and might even speculate with this necessity. Toullier answered the question whether these reasons were still decisive by saying:

"It can be doubted, in any case it would have been simple for the legislator to protect the health of the public; he could have reserved to himself the right of buying the medicaments which he

considered useful and could have applied the principle of public expropriation (there were no objections, as can be seen). This would have been more justifiable than to rob a class of inventors, and precisely those serious inventors who have most deserved public recognition.

- b) Massias states in "Traité des brevets d'invention", p.111:

"The prohibiting decree directed against all inventions of pharmaceutical compositions and nolements appears to be unjust. It deprives this class of inventors of that legal protection which is perhaps most desirable in a community in which the health of its citizens is an important factor in the maintenance of order and unity. The observance of special laws, representing police measures in the field of pharmacy, would afford sufficient protection against charlatans in the interest of public health. The public interest, therefore, does not require this prohibiting decree."

- c) Marion-Bernst states in "De la législation sur les brevets d'invention", 1914, p.26:

"Pharmaceutical compositions and nolements of any kind are excluded from legal protection for two reasons; firstly, in the public interest which would seem to be endangered by a monopoly in the most important items, and, secondly, in the interest of safeguarding public credulity against fraudulent undertakings which would benefit from the confidence inherent in patent rights. Neither of these two reasons can be considered of any weight. It is the task of the legislator to prevent abuses by charlatans and to set rules that by criminal laws, but not to the harm of a whole class of inventors. As a matter of fact, the inventor of a nolement or of a pharmaceutical product can secure for himself effective protection or a factual monopoly by registering it under a trade mark, or by giving his own name to the product which he has invented. The danger of monopoly and the superiority of free competition are cited in disparagement of the blessings of patents, which latter act as an incentive towards inventions and encourage and multiply them, thereby ensuring everybody's benefit. In exceptional cases, expropriation or a compulsory license system would facilitate the safeguarding of the public interest."

3) Cassaigne states in "Traité de la brevetabilité", p. 204:

In our opinion it would be the only just solution to afford all chemical products, including medicaments, the protection of the law.

c) Gabriel Marrouilly expresses in "Les brevets d'invention", p. 108 and following, all kinds of views which may have any bearing on the question dealt with here. He states:

"The expansion of the chemical industry and the means applied by it have developed in reality far beyond the expectations of the legislator in 1844
Nowadays, pharmaceutical products are no longer manufactured in chemists' shops. They are now manufactured on a mass production scale. It is very difficult to make this production subject on the one hand to the practical necessities which govern every industry and to deprive it, on the other, of the strong incentive offered by patents. If one is acquainted with the difficulties of the work leading up to the economic manufacture of a new drug, it is quite fair to say that such efforts deserve a reward which they deserve all the more, the greater the importance of the results of this work. It is inconsistent to regard a medicinal as representing an extraordinary advancement and yet to deny its inventor an appropriate reward.
(see pp. 136, 137) An analysis of the facts leads to the conclusion that the interests inherent in the making of a monopoly are very limited and that, at any rate, they constitute much less of a risk than the refusal of patent protection, which invariably discourages the inventor and thereby obstructs advancement. (see p. 144)

From my own statements as well as from the sources quoted the following can be seen:

- A) That the new law of 27 January 1944, which officially recognizes the patentability of the manufacturing process for pharmaceutical products, does not represent an amendment of the original law of 1844, but merely a clarification;
- B) That it is out of the question that the law of 1944 was enacted at the instance of German superior authority to the wishes of the French people.

It was in the interest, not only of Germany, but also of all other important industrial countries and certainly in the interest of France to remove the confusion caused by the French law of 1924. In this connection I should like to point out that, when the pharmaceutical industry of Germany, in fact and in fact was prospering, the corresponding industries in France were by no means capable of keeping up with them. This was, in all probability, mainly due to the fact that the protection afforded by the French Patent Law was inadequate compared with that offered by other countries. In conclusion, I should like to point out that the new version of the French Patent Law of 1944, pertaining to the patentability of production processes for pharmaceutical products in France is still in force at the present time in its original form (whereas other laws enacted at the time of the occupation by German troops were rescinded after the German retreat) and this furnishes the best proof that the new law accords with the wishes and reform plans of the French people themselves.

I have carefully read the above affidavit and have signed each of the five pages personally.

I declare on oath that in this affidavit I have stated the pure truth.

Leverkusen, 17 February 1948.

Signed: Dr. Ernst Geier

Signed before me by Herr Dr. Ernst Geier, known to me to be the person making the above affidavit.

Signed: Dr. Christian H. Tuerck

Assistant Defense Counsel at
the Military Tribunal VI,
Duisburg.

Document Mann No. 559

Exhibit No.

I.G. Leverkus
Patent Department

To
Director Prof. Dr. Goerlein, Sib.
" Dr. Bruggemann, Lo.
General Counsel Mann, Lo.

Re/Mr. 31 March 1941

Handwritten Remark:
Dir. Dr. Grossel
Provisional, i.e. to be left in
abeyance until Peace negotiations,
then in due course to be taken up
with the German Ministry

(Signed) Signature
(d.) 23 April 41

Subject: Patenting of Pharmaceutical Inventions in France.

The Reich Minister of Justice writes us in this letter
according to enclosure.

PATENT DEPARTMENT IS.

(Signed) Dr. Sedies

Enclosure

Handwritten Remark:

Dr. W. Mordring for
Dir. Dr. Sedies.

3 May 1941

(Signed) Sch.

Document Vann No. 559

Exhibit No.

-2-

Copy.

The Reich Minister of Justice
IVb 1 123

Berlin W 8, 26 March 1941

To the I.G. Farbenindustrie A.G.,
Leverkusen-I.G. Works.

Subject: Patentability of Pharmaceutical Inventions in France.
With reference to the letter of 4 November 1940.

According to information received from the Foreign Office, there seems little prospect of the Armistice Delegation taking up this matter, as there is no clause of the Armistice agreement in which it can be based. Similarly, it cannot be assumed that before the Peace Treaty the French Government can be induced in any other way to make any alteration in the French law. The Foreign Office will therefore for the time being abstain from taking the matter up with the French Government. Nevertheless, the matter is noted for consideration when opportunity presents.

In other fields, however, according to information from the Foreign Office, German economic circles have already, before the conclusion of peace, placed themselves in communication with the French competitors, in order by the exercise of direct influence to exclude competition for the future. I suggest that this method might likewise be followed where possible, especially as, according to the analysis of 1 November 1940 enclosed with your letter of 4 November 1940, there is only a limited number of French firms occupied with the imitation of German pharmaceutical products; your Director, Dr. von Entieries, also stated, on the occasion of a recent conference on another matter, that you were already contemplating taking steps in this direction.

Document Mann No. 559

Exhibit No.

-5-

As you have communicated the explanations of your analysis of 1 November 1940 also to other firms of the German pharmaceutical industry, I suggest that interested German industrial circles might also be put in possession of the foregoing information.

By order

(Signed) Dr. Vogels

- 6 -

Affidavit.

I, Werner Schmitz, born 7 May 1903, resident in Wuppertal-Barmen, Eschenstr. 105, having been warned that I render myself liable to punishment if I make a false affidavit, hereby declare on oath of my own free will and without compulsion, for submission to the Military Court VI at Muenster, as follows:

1) I have been an employee of the Farbenfabriken vorm. Friedrich Bayer & Co., later I.G. Farbenindustrie Aktiengesellschaft Leverkusen, since 1 April 1921. My capacity within the framework of the Sales Combine Bayer is: Procurist and head of the Sales Department B 2 (Italy, France and Belgium) and, from 1940, also B 3 (Holland, Switzerland, Spain and Portugal).

2) On the occasion of the first contact with the firm of Rhone-Poulenc, in November 1940, they voluntarily declared themselves, in reply to our question, as a serious firm, in favor of the introduction of a patent for pharmaceutical products in France. In fact, it was already stated on the French side at a discussion in February 1947 between members of the Heinkel Works and the firm of Rhone-Poulenc on Trypaflavin, that the latter firm would be in favor of the creation of a patent in the pharmaceutical field in France; in particular, for a patent on the production processes and the end products.

At a later conference during 1941, Herr He spontaneously requested us for a copy of the representations on the patent position of pharmaceutical products in France which he had submitted by Bayer to the Reich Economic Ministry, so as to be able to make use of them for steps he himself intended to take in Paris. Shortly thereafter, the attorney Arronget, despatched by the firm of Rhone-Poulenc on the same matter, paid a visit to the Leverkusen Works for the purpose of acquiring information. M. Pfeifer and M. Monnet, of the firm of Rhone-Poulenc, were members of a preparatory commission for the inclusion of the pharmaceutical products in the French patent law, without any pressure from our side in this direction. From the beginning of 1942 up to the invasion, we did not again take up this question with Rhone-Poulenc. The corresponding decrees appeared in February 1944, i.e. about 2 years later.

At the discussion brought up by Bayer on the question of a uniform European patent law for pharmaceutical products, the members of Rhone-Poulenc themselves were so much interested as to submit of their own accord at the Scientific Conference in Paris on 12 and 13 November a proposal to take steps jointly with us in Switzerland, Italy and Spain for the creation of

Document Mann No. 335

Exhibit No.

-2-

a uniform patent law in the pharmaceutical field.

I have carefully read through and signed the foregoing declaration.

I declare on oath that in this affidavit I have told the pure truth.

Leverkuesen, 13 March 1948

(signed) Werner Schmitz

Signed before me by Mr. Werner Schmitz as the person making the above affidavit.

(signed) Dr. Hugo Schramm
(Dr. Hugo Schramm)

Attorney and Defense Counsel

- 23 -

Mann Document No. 627

Exhibit No.

Excerpt from :

APPENDED EXPLANATION NOTE.

4 December 1940

.....

article 11. - We understood from the very first note from
Consul General Mann, that the alteration of the law on patents for
pharmaceuticals in France would be made at the intervention of the
German authorities. We will gladly undertake steps in the same
direction ourselves, as we have done in the past.

.....

4 December 1940

signed B6

File memorandum

From the conference with Rhone-Poulenc/Sybiois in Leverkusen on
25 and 26 February 1941.

Mrs. Lasser, Grillet, Dr. and barrel of Rhone-Poulenc/Sybiois were present, and particulars were under discussion in the course of the negotiations, particulars which have not been examined in writing in the supplementary contract on the topic of licenses or in the letter with the plan for future cooperation. The most important of these communications are listed below:

Theraplix, Paris.

According to our assumption and to the communications received by us from Paris both earlier and also recently, there are no links between Rhone-Poulenc and Theraplix. Theraplix merely obtains a few raw materials from Rhone-Poulenc. Of course very little, the President of Rhone-Poulenc, once a major interest in Theraplix. Rhone-Poulenc had for a time the intention of acquiring the rights of a share from Sulson, in order to sell goods through Theraplix which it did not wish to market under the name Rhone-Poulenc, for instance an ordinary cough syrup.

Serum Institut.

Rhone-Poulenc is greatly interested in this group of products, and we are also interested in it, since the franc. market for these preparations was previously completely closed to us. We have promised to investigate this problem so that we can possibly make this share accessible to us in France jointly with Rhone-Poulenc.

Leverkusen, 1 March 1941.
Sulz/Sch.

Mann Document No. 581

Exhibit No.

-2-

File no. 2000000000

From the conference with Rhone-Poulenc/Sybio in Leverkusen on
25 and 26 February 1961.

Mills Messrs. Grillet, to the Board of Rhone-Poulenc/Sybio
were present many particulars were under discussion in the course of
the negotiations, particulars which have not been examined in writing
in the supplementary contract or the issue of licences or in the
letter with the plan for future cooperation. The most important of
these communications are listed below:

Patent questions in general.

The gentlemen present suggested that a meeting should be held in
Paris or here in Leverkusen between their patents expert and one of
our officials. Dr. Willering was appointed as expert on our behalf.
Rhone-Poulenc would be represented by Herr Koenig.

Patent Law in France.

Herr Koenig still promised that Rhone-Poulenc would push its weight in
the introduction, as it was itself interested, but said that too many
interested parties were raising opposition to this plan. He should be under
no illusion that the introduction of a patent law in France could be
brought about easily and quickly.

General Mann stated in this connection that we should
not think to push forward the recovery of the name Aspirin and that
this point was already on the agenda.

Leverkusen, 1 March 1961

John/John

Memorandum No. 522

Exhibit no.

Phase 3 2

Leverkusen, 12 May 1941
/Sch

To

Director Dr. Braegemann,

Leverkusen.

We are sending you, printed below, an excerpt from the minutes of the conference held by Herr W. Schmitz, etc., the of the "Gepi" Pharmaceutische Dept. in Paris on 30 April 1941:

Subject: Rhone-Poulenc/Spécia.

During the negotiations with the officials of the two firms in Paris on 29 April 1941 we received some communications which were of interest to us:

The situation with regard to patents for pharmaceutical products in France.

Herr So reported spontaneously that he was making further efforts on behalf of the introduction of patent protection for pharmaceutical products in France and requested the undersigned to send on the report, mentioned on a previous occasion, to the German delegation at the Aristotele Commission in which the patent situation in France in the pharmaceutical sphere was examined and the German aims were recorded. (The report in question is the one forwarded through the Reich Ministry of Justice on 10 October 1940, which, however, is not suitable for presentation in toto to Herr So, as in this report deficiencies of Rhone-Poulenc where imitation was concerned are rather too sharply stressed (Section IV). The paragraph in question could perhaps be left out, in so far as the Law Department has no objection in principle to the document's being handed over to Frenchmen.)

Weyer

Chief Department 3 2

via Schmitz

I.G. Leverkusen
Patents Department

To
Dir. Dr. Bruoggemann
Prof. Dr. Hoerlein
Consul General Mann

Re/Sn. 19 December 1941

Subject : Chemical material or processes suitable for patent protection in France.

Please find enclosed the following appendices :

Enclosure 1: Copy of the letter written by our French Attorneys, dated 28 November 1941,

Enclosure 2: Copy of a file-note concerning a conversation between our French Attorneys and the representatives of the firm Rhone-Poulenc.

The French (a part of the industry and some patent-agents) intend to submit a memorandum to the "Ministry for Industrial Production" in order to point out that

"although the pharmaceutical products as such cannot be patented, the prohibition does not in any way affect production processes, which can certainly be patented."

Moreover, the attorneys have contacted the director of the Patent Office and have succeeded in obtaining a promise that decisions in the negative as far as pharmaceuticals are concerned will not in future be taken without previous discussion with the applicant, but that the applicant will first be given an opportunity to explain his views.

I believe that the initiative taken by these French circles corresponds entirely with our interests.

I have informed Dir. Dr. von Knierrien and the members of the Patents Commission accordingly. I shall also inform Dir. Dr. Radde and the firm Merck unless I receive instructions from you not to do so by 23 December.

signed : Dr. Redies

Copy/kl.

G. Beau de Loménie
André Armengaud
55, Rue d'Amsterdam, Paris VIII

To
I.G. Farbenindustrie
Patents Department
Leverkusen - I.G. Werke
Germany

Paris, 28 November 1941

Your ref. Your letter of Our ref.
Re/Ar. 23 May 1941 H/W V. 1813/17342

Subject: Patentability of Chemical products.

With reference to the conversations between Mr. Armengaud and Mr. Radies at Leverkusen at the beginning of May, we beg to inform you that we succeeded in arranging a conference with Mr. Monnet, chief of the patents department of Rhone-Poulenc and their patent-agent, Mr. Armengaud Ains, in order to discuss the measures to be taken in order to clarify more clearly the position of French patents for pharmaceutical products.

Please find enclosed a report of this conference, which, as you will perceive, led to the following two main conclusions:

- 1) the necessity of changing the French legislation in this respect,
- 2) the necessity of improving the method of examination used by the Technical Committee.

As to the first question, we can hardly expect a satisfactory solution in the near future because a change of French legislation having been initiated so long ago, depends upon the government deliberations which we cannot hope to influence directly.

With respect to the second question, however, we had a discussion with the director of the French Patents Office after our conference with Rhone-Poulenc, we pointed out to him once again the disadvantages of the present system of examination. These disadvantages consist mainly in the fact that

the examination of the pharmaceutical nature of the inventions (Application of Article 3 of French Patent Law) does not involve a public discussion, which would be necessary, in order to guarantee to the applicant the protection of the interests concerned. We suggested to the director of the Patents Office the following alterations, of this examination procedure :

1) When the Technical Committee declares a patent application to be inadmissible, the Patent Office will not simply inform the applicant of this negative decision, but will also inform him of the text of the report which led to the rejection of his application. No decision will be made until the applicant has had an opportunity of replying to the arguments put forward in the report. In this way a procedure based on a actual exchange of opinions, similar to the examination method of the Reich Patent Office, is developed.

2) The regrettable fact that some patent applications are considered inadmissible whereas applications for very similar patents are granted is in the main attributable to the circumstance that only a small number of the patents which might concern pharmaceutical products are submitted for examination to the Technical Committee. A considerable number of patent applications, however, are automatically granted without having been submitted to the Technical Committee for the simple reason that the selection of applications, which are to be automatically and immediately granted, and of those to be submitted to the Technical Committee for examination, is carried out by officials of questionable competence.

In view of the present state of the French Patent Office selection by engineers or fully qualified personnel is impracticable. Until the Patent Office has been reorganized thus remedying the defect a temporary improvement could be achieved by putting an appropriate remark on the patents which have

been examined by the Technical Committee, such as "Examined by the Technical Committee of the Patent Office. Article 3 not applicable."

In this way professional circles could be informed that certain applications obviously referring to pharmaceutical products, patents for which might cause some surprise, had been granted only because they were not submitted for examination so that their validity has by no means been established. Whereas the applications for which patents were granted after previous examination by the Technical Committee, would be in a favorable position should their validity be challenged before a court.

The director of the Patent Office, who promised us to submit both of these suggestions to the chairman of the Technical Committee, has now informed us that he has obtained the approval of the chairman of the committee for our first suggestion, so that you will receive in future in the case of decision in the negative the report on which the negative decision was based, so that you will be able to refute the objections in a similar way as at the Reich Patent Office.

As regards the second proposal, the director of the Patent Office explained that in his opinion, that it could not be accepted without further ado, but that any time you wanted to refer to a similar case in which a patent had already been granted, in order to support your objection to a negative decision, we can ask for information whether this application had been granted automatically without previous examination or whether the Technical Committee had been consulted.

We trust that you will share our opinion that both these measures constitute a considerable improvement on the present position.

Yours faithfully,

signed: G. Beau de Lamenie

Enclosure

M i n u t e s

of the

Conference held at the Offices of the Societe RHONE-POULENC.

At 1500 hrs. on 28 October 1941, the following gentlemen met at 21 Rue Jean-Goujon:

Mr. Auguste Stalder
Monsieur Beau de Lorme
Monsieur
Monsieur.

Two questions related to the possibility of patenting pharmaceutical discoveries formed the subject of discussion:

1.) It was necessary to wipe out the retroactive effect of the decisions taken by the Council of State on 10 May 1939, according to which, contrary to the doctrine of the Technical Committee for Industrial Patents (Comite Technique de la Propriete Industrielle) the processes for the production of pharmaceutical products cannot be patented.

It was unanimously agreed that a petition, signed by a number of important firms producing pharmaceutical goods, should be sent to the Minister of Production for the purpose of indicating the adverse effect of the decisions indicated above and requesting the Minister to specify - if need be by modifying the text of Article 3 of the law governing patents - that if the pharmaceutical preparations and products cannot be patented, this prohibition shall in no way apply to the production processes, to the protection of which by patents there is no objection whatsoever.

2.) Monsieur Beau de Lorme had had the opportunity to present the requests of the I.G. in connection with production processes for certain medicaments. He complained that these requests were refused without his having been informed of this refusal and without his having been given an opportunity to express his opinion on the merits of the invention.

Monsieur Armand replied that the Technical Committee would doubtless have no objection to the speaker or his representative being given a hearing by the Committee; it was decided that Monsieur de Lastic, together with Monsieur Armand, would approach Monsieur Dumas, Director of the Office of Industrial Patents in order to ensure that, should the petition be refused, the arguments of the Technical Committee would be brought to the knowledge of the parties drawing up the petition, and that they, in full knowledge of the case, could defend their point of view.

In any case, this question concerns purely the internal organization of the Office, and would involve no modification of the law.

Monsieur de Lastic complained equally that the applications submitted to the Technical Committee were selected by a subordinate employee of the Office who was entirely untrained on legal and technical matters, that, in these circumstances, the selection was arbitrary and that, as a result of this, in the case of the submission of similar applications, he ran the risk of being refused upon consideration by the Technical Committee while the others were automatically passed, simply because they escaped the attention of the employee responsible for their selection.

No decision was taken on the subject of this difficulty which is a necessary outcome of the present organization of the Office which had only very limited funds at its disposal.

Sunday 30 January 1944

OFFICIAL JOURNAL
of
FRANCE

Laws and Decrees,

Resolutions, Decisions, Circulars, Judgments, Communications, News
and Announcements

The last mailing band
should accompany rene-
wals of subscription
and complaints

Direction, Editing and
Administration
Vichy (Allier)

Enclose 2 francs when notifying
change of address

Law No. 21 of 27 January 1944, being a modification of the law of
5 July 1944 on patents on inventions,

Re constitutional acts Nos. 12 and 12a :

The Head of the Government

decrees the following by
consent of the Cabinet :

Article 1 - Paragraph 1 of Article 3 of the law of 5 July 1944 is
herewith abrogated and is replaced by the following paragraph.

"1. Pharmaceutical compounds or medicaments of all types, which shall
continue to be governed by the special laws and regulations on the
subject, the prohibition not being applicable to production processes,
apparatus and other material and methods connected with the production
of the substances."

Article 2 - 1. Article 6a, the text of which follows, is inserted
between Articles 6 and 7 of the law of 5 July 1944.

"Article 6a - Should anyone wish to avail himself of the priority
accorded to an application filed prior to this date, he shall be
obliged to submit the following to the Office for Industrial Patents
(Service de Propriété Industrielle) within a maximum period of three
months of the date on which the application was filed :

"1. A written declaration indicating the date on which the prior application concerned was filed, the country in which this was done and the name of the applicant;

"2. A certified true copy of the said prior application;

"3. Should the person concerned not be the originator of the application, a written statement, in addition, authorizing him to avail himself of the above-mentioned priority.

"Should an applicant propose to avail himself of the priority in respect of several applications at the same time, he shall be obliged to observe the above regulations in each case; in addition, notwithstanding any resolutions which may conflict with the provisions of Article 1 of the law of 19 March 1937, he shall be obliged to pay as many sets of application tax as he has filed applications in respect of which he wishes to claim priority rights, and to produce the receipts for their payment within the period of three months quoted above. which/

"Failure to submit any of the required items as detailed above within the prescribed period shall involve the total forfeiture of all claims to priority consideration for the application in question. Should exceptional circumstances justify the delay, however, the Office for Industrial Patents may consent to the granting of an additional maximum period of six months within the items listed under 2 and 3 must be produced."

.....
2. The following paragraph is added to Article 23 of the law of 5 July 1844:

.....
"The provisions of the two preceding paragraphs apply to the official copies submitted by the applicants who intend to avail themselves of the priority accorded to prior applications and to the documents authorizing certain of these applicants to claim such priority."

.....
Article 3. The penultimate paragraph of the law of 5 July 1844, beginning with the words:

"The above-mentioned shall be delivered only"
is completed as follows :

.....
"Anyone claiming the benefit of this provision shall be at liberty to withdraw his claim at any moment within the said period of one year".

.....
Article 4 - The following sentence is added to the end of paragraph 2 of Article 16 of the law of 5 July 1844 :

"However, neither the nullification nor the lapse of the main patent for any reason other than failure to pay the annuities shall necessarily, ipso facto, involve the nullification or the lapse of the supplementary certificate or certificates; even should the main patent be pronounced absolutely null and void in consequence of the application of the provisions of Article 37, the supplementary certificate or certificates shall continue to be valid after the main patent has been declared null and void, until the expiration of the normal period of validity of the latter, provided that the annuities which would have been due if the said patent had not been nullified, continue to be paid."

.....
Article 5 - Article 16a, the text of which follows, is inserted between Articles 16 and 17 of the law of 5 July 1844 :

.....
Article 16a - In so far as application has been made for a supplementary certificate and the certificate has not yet been issued, the applicant shall be able, upon payment to the Office of Industrial Production and Communications of a standard patent fee (régularisation) the amount of which shall be determined by decree of the Minister Secretary of State, to have the application for a supplementary certificate changed to a full patent application, the date of the filing of which shall be registered as the date of the application for the certificate. The patent finally issued will thus entail the payment of the same annuities as those chargeable on a patent the application for which was filed on the latter date."

.....
Article 6 - Article 18 of the law of 5 July 1844 and paragraph 7 of Article 30 of the same law are abrogated.

Article 7 - The following closing words are added to Article 31 of the law of 5 July 1844.

.....
"...or which is described in a French patent, even one which has not yet been published, but for which the application was filed at an earlier date."

.....
Article 8 - Article 46a, the text of which follows is inserted between Articles 46 and 47 of the law of 5 July 1844 :

.....
Article 46a - Events prior to the issue of a patent shall not be considered as having infringed upon the rights of the party taking out the patent and shall not be capable of involving the imposition of a penalty, even in accordance with Civil Law. There are, however, exceptions; namely events occurring after the potential violator of the rights of the party taking out the patent has received notification of the patent application in the form of an official copy of the description of the invention, together with a copy of the patent application."

Article 9 - The present decree shall come into force as soon as it is published in the Official Journal, even in the case of patents and supplementary certificates issued or applied for at an earlier date. The provisions of Articles 4 and 6, however, shall not take effect until three months after the publication of the said decree and those of Article 5 shall not take effect until the publication of the resolution anticipated in this Article.

Article 10 - The provisions of Article 1 of Law No. 913 of 12 October 1942, modifying the decree of 26 November 1939, the law of 11 September 1940 and that of 24 January 1941, increasing the periods of delay in connection with industrial patents apply to the delays provided for in the new Article 6a.

Article 11 - The present decree shall be published in the Official Journal and shall be executed as law of the State.

Paris, 27 January 1944.

PIERRE LAVAL

By the Head of the Government :

The Minister Secretary of State for Industrial Production and Communications.

JAN BICHSELONNE

Keeper of the Seals,

Minister Secretary of State for Justice

MAURICE G. POLDE

Minister Secretary of State

for National Economy and Finance

PIERRE CATHALA

Secretary of State

for Health and Family Affairs

RAYMOND GELASSET

G. BÉAU DE LOMÈNE - ANDRÉ ARMENGAUD - G. MOUSSÉD

CONSULTANT ENGINEERS FOR INDUSTRIAL PATENTS

55, RUE D'AMSTERDAM, PARIS (VIII^e)

.....
.....

FABRIKUM BAYER
LEVERKUSEN I.G. VENK
(Germany)

Paris, 12 February 1948

Patents Department St/Jr

.....
EL/RL

Sirs,

Ref: The French law of 27 January 1944 -

We apologise for having omitted to confirm our telegram of 19 July last.

We confirm it herewith, as you request. There is, moreover, no reason why this law of 27 January 1944 which introduced certain radical amendments into the law of 5 July 1944 (sic) (Translator's note: 1844?), which thus did not, in fact, constitute a law dictated purely by the circumstances of the moment, should be modified in the future.

The amendment which is of the greatest interest to you is the outcome of the numerous complaints raised on the subject by French Industry, complaints occasioned by the lack of precise legal knowledge and provisions on the subject, particularly in the case of the Council of State.

For the rest, you have had the opportunity to see, in the procedure followed by us in your interests before the war in connection with this branch of the law, the difficulties in which inventors were liable to be involved.

The law of 27 January renders all discussion of the subject superfluous.

Yours faithfully,

Signed: Signature

Translation.

G. Beau de Lomenie - Andre - Armand - G. Houssard
Consulting Engineers for industrial ownership.
55, Rue d' Amsterdam, Paris (VIII^e)

12 February 1948

Farbenfabriken Bayer

Leverkusen - I.G. Plant
Germany

Gentlemen :

Re: French Law of 27 January 1944 -

Please excuse us for having overlooked to confirm our telegram of 19 July last year.

In reply to your request we confirm the following :

For the rest there is no reason why this Law of 27 January 1944, which modified some basic points of the Law of 5 July 1844, in other words, it was not a law "arising out of present circumstances", should be amended in the future.

The change in which you are particularly interested is a consequence of the numerous objections submitted in this matter by the French industry. These objections were based on the inaccuracy of the jurisprudence and in particular of the jurisprudence of the State Council.

Incidentally, you have had an opportunity of observing from the proceedings which we conducted for you prior to the war before these courts the difficulties to which inventors are subjected.

Very sincerely yours

Signed : G. Beau de Lomenie

Document Mann No. 339
Exhibit No.

Illegible initials. R

WIRTSCHAFTSGRUPPE CHEMISCHE INDUSTRIE
(Economic Group Chemical Industry)

Telephone Main Line 227561
Telegram Address "A l c h i m i a "

Berlin W. 35, 27 January/1939
Sigismundstrasse 6

U r g e n t

Handwritten remark : To be kept in mind for possible suggestions
concerning the French business.

Initials. Illegible.

Dr. He./Ku.
II/7595/R/100

To the members of the Wirtschaftsguppe.

Re : Relations with France in matters of trade policy.

Economic collaboration.

It was agreed at the last meeting of the German and the French
Government Committees to facilitate in every way economic
collaboration between the two countries. One of the chief things
in mind was closer cooperation between the industries of
both countries, possibly with the assistance of the credits from
private concerns. The cooperation should include joint work on
large projects, agreements as to prices and markets, and ex-
tension of the exchange of commodities between the two countries.

As the negotiations with the French Government Committee are to
be continued and

extended to concrete cases, we have been requested to find out as speedily as possible in what fields the cooperation described exists already, or what the circumstances are which have hindered German or French efforts in this direction in specific cases or in general. For instance, we are particularly interested in finding out the exact reasons why projects which were undertaken came to nothing and to learn of any cases where pending negotiations have lately come to a standstill. It will probably be advisable right from the start not to express any wishes for the reduction of French duties, as experience so far has shown that we must not count on France further reducing her minimum tariffs by agreement.

We ask you to inform us by 1 February of any such cases in your sector.

Hail Hitler!

Economic Group Chemical Industry

The Manager

Deputy signed: Dr. Diedrich.

Illegible initials.

§

Document *ann No. 311

Exhibit No.

E x c e r p t

from: GERMAN POLITICAL DOCUMENTS, Volume 8 I

" The struggle against the West " Part I 1940

Edited by Dr. Hans Vols

1943

Edition Junker and Duenmhaupt/Berlin.

(German Political Documents, Series: The Asch of Adolf Hitler.
Published by Prof. F.H. S i r , Volume 8/ Part I, German Institute
for Foreign Studies (Ausländischenwissenschaftliches Institut)).

Page 183 A II. The Campaign in the West. The new order in Belgium
and in the Netherlands.

31 a. Preamble to the German conditions for the Armistice
of 21 June 1940.

.....
.....
.....
Page 185

In accordance with the instructions from the Fuehrer and Supreme
Commander of the German Wehrmacht, I have to make the following
communication:

France has been conquered after a heroic resistance following a
single series of sanguinary battles, and has collapsed. Consequently
Germany does not intend to give the armistice conditions or
negotiations with such a brave adversary any character of vituperation.

The purpose of the German demands is:

3. To create the preliminary conditions for the formulation of
a new peace, the essential point of which will be reparation for
the injustice committed against Germany herself.

Document Ref No. 342
Exhibit No.

COPY OF DOCUMENT NO 137
OFFICE OF CHIEF OF COUNCIL FOR WAR CRIMES

SECRET

W F A

Att. L (IV)
2101/40 secret

P.H., 9.8.40

Subject: Delegate for the Four Year Plan

Re: German Influence with Foreign Enterprises.

(Stamp)

10th August 1940

Ref. No.:

No. 20552/40g

Incl. 1/1

To: W F A Office

W F A/Department L suggests that the further work in this matter on the part of W F A will be done by W F A Office. W F A only points out that:

- a) Denmark, Poland and France are not mentioned and
- b) the Armistice Commission has to be informed.

By order

(signature)

(page 2 of original)

Reich Marshal of the Greater German Reich
Delegate for the Four Year Plan

Berlin W 8,
2. August 1940
Leipzigstr. 3

SECRET

One of the goals of the German economic policy is the increase of the German influence with foreign enterprises. It cannot be seen yet in which way the Peace Treaty will deal with the transfer of participations and so on, but it is necessary already now that an opportunity is used to make it possible for the German Economy to start the concentration even during the war of the interesting objects of the economy of the occupied countries and to prevent any measures which could make it harder to reach the above mentioned goals.

In this respect I would like to point out:

- 1) The capital transfer from Germany to the occupied countries will be facilitated in such a way that already now directed purchases of economic enterprises in the occupied countries will be made possible by German circles. I will inform you in due time about further details; especially I reserve for you the granting of permissions for the purchasing of enterprises, participations, etc., situated in occupied countries. The directives that will be issued by me shall form the framework for these activities.
- 2) I suppose that the foreign exchange restrictions issued in the occupied countries will be an effective blockade for the transfer of titles of foreign economic enterprises to third foreign countries (these will be in the main the United States of America and Switzerland). I request that the foreign exchange laws shall be worked over and, if necessary, amended in order to make it possible to handle the German right of permission in the above mentioned way.

- 3) It appears further useful to take care that title of economic enterprises which are located within one of the occupied countries will only be sold to German interests and in no case to citizens of another occupied country or a third foreign country. I request to force through the necessary legal regulations.
- 4) In view of the situation such measures will not be sufficient to reserve the important enterprises for ourselves because many times the participations or the titles were sold before the entrance of German troops and the actual transfer to foreign countries effected. It is desirable that such past transfers of titles of home or foreign enterprises shall be made illegal retroactive or it should be possible to issue a directive to make the legal situation for the purchasers of such securities so insecure that the real locus of interest for the buyer, I therefore ask you to see and hear for our object will be reached by issuing a decree which takes the sale of such rights of home or foreign enterprises retroactive dependent on possession. I suggest to determine as effective date the beginning of hostilities between the respective country and the German Reich.

In this respect I like to point out that the foreign office already has let it be known to the governments of the Balkan Countries that we do not acknowledge as legal all transfers of rights to Balkan enterprises in Norway, Netherlands, Belgium, Spanish or French possession effected after beginning of hostilities. The Balkan Governments have been requested to accept their own laws accordingly. That means to make the transfer of participations in home enterprises or of native enterprises of foreign owners/dependent on the possession of the respective Balkan Governments. The point that in the occupied countries the permission for transfers

has been made retrospective will be a useful argument in later negotiations even if the legality of such a permission should be doubted in certain countries because of it having been issued after the transfer took place. At least it will be possible to gain time in this way which will give an opportunity for negotiations.

I ask for a report about the result of your examination to this question

Signed: Goering

- a) Reich Commissar for the Occupied Netherlands Territories
- b) Reich Commissar for the Occupied Norwegian Territories
- c) Military Commander Belgium.

I am sending copy for your information. I request to inform the Justice Commission.

(Stamp):

Signed: Goering

The Reich Marshal of
the Greater German Reich,
Commissioner for the
Four Year Plan.

Certified
signed: Strassmann
Government Secretary

- To
- a) The Foreign Office o/o Ministerial Director Wiesel
 - b) Reich Minister for Economics, o/o Minister Dirigent Dr. Schletterer,
 - c) Supreme Command of the Army, o/o Colonel Warlimont,
 - d) Supreme Command of the Armed Forces, Lt. Gen. Thomas.

CERTIFICATE OF TRANSMISSION
OF DOCUMENT EC 137

7 December 1945

I, Leslie, Civilian, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document EC 137.

LES LESB

DOCUMENT No. NI-9441
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

Berlin, 12 October 1942

Attention Pol III 4122/42

1) To the Reich Ministry of Economics

Attention Ministerial Councillor Schulse - Schlutius.

Subject: Letter of 31 August 1942 - V LA 1/3001B/42

Re: Establishment of a German Chamber of Industry for France
in Paris.

M. Vogel for discussion
V

Ref.: L.S. Kugel
Re notes of the
B.M.D. Field.
Forwarded afterwards
to Senior Legation Councillor
Davidson

59458

Stamp: -----
Received on 12 October 1942
Seen on 17 October 1942 N
seen on 12,
sent off on 13 November
Sch. -----

243/13 October 1 enclosure
each

340693 iii 6 - Fr.

I consider as premature the establishment of a German Chamber of Industry of Industry for France. Things are still so much on the move that I do not deem it advisable to create such an organization with lasting tenor at this early date. A new organization must from the very start be set up in accordance with its permanent tasks. However, it is not yet possible to get a clear view of the basic conditions for it. In particular I could not consent for reasons of principle to the inclusion of French firms, even if they should merely be included in an advisory capacity.

It will be possible to make the improvements required at the Liaison Office France of the German economy without a fundamental change. It would in particular be possible to continue with the closer coordination of all the representations of German economic organizations in France within the framework of the Liaison Office. Preliminary work has already been done in this respect. It could be brought to a conclusion thus removing the main reason for objections.

Neither can I see at present any necessity for creating a separate organization for the integration of the German and French.

*/by Germans

industries, as suggested by the former Armistice Inspector for Paris, Major General Freiherr Riedt von Collenberg. Here too the fundamental conditions on which the work of such an office would have to be based have not been sufficiently clarified. It is true that we are interested in the acquisition of participations in French enterprises, but not in giving to the French an opportunity of acquiring participations in German industries. This, however, would be inevitable, if a real integration of the two industries were to take place. The establishment of a special office for the integration of industries would most likely rouse illusions in this direction in the French and render still more difficult the efforts of the Armistice Commission for Industry whose job it was to acquire participations in French industries, efforts which were difficult enough as it was. Both the armistice commission and the German Embassy in Paris - the latter in agreement with Ministerial Director Michel - have rejected the suggestions of Freiherr Riedt v. Collenberg.

By Order

signed: Michel

2) To the
German Embassy
in PARIS

Subject: Report of 18 June 1942
- W.B. 5962/42 -

Re: Establishment of a German Chamber of Industry for France in Paris. Suggestions of the former Armistice Inspector in Paris, Freiherr Riedt von Collenberg.

I have sent a negative reply to the Reich Ministry of Economics with regard to the establishment of a German Chamber of Industry in France which the Reich Minister of Economics advocated. A copy of it is enclosed.

Refer to copy from 1

It agrees with the conception advocated in your telegram No. 2551 of 18 June under digit 2 that it is better to maintain the liaison office in its present form, if the membership of French economists in the advisory body of the German Chamber of Economy is still out of the question for reasons of principle.

Moreover I could not agree to the fact that Dr. Kuntze who is in charge of the Department for Trade Policy of the Embassy should be subordinated in his simultaneous capacity as the Manager of a Chamber of Industry to the Director of the Economic Bureau of the Regional Group in his capacity as President. The same scruples would become valid, if the Director of the Economic Bureau of the Regional Group would be appointed President of the "Liaison Office", as may happen for instance in the course of an extension of the Liaison Office of the German economy.

Will you, please, learn my final attitude to the suggestions of the former Inspector in Paris, Freiherr Riedt von Colenberg about the establishment of a separate institution for the integration of the German and French industries from the last paragraph of my letter to the Reich Ministry of Economics.

By Order

signed: Wichl

3) see next page.

Extract from the transcript

27. Jan. H-K-1-Maier
Military Tribunal No. VI

MILITARY TRIBUNAL No. VI
NURNBERG, GERMANY? 27 JANUARY 1948
Session of 9.30 till 12.30

.....

Interrogation of Min. Dir. Dr. Schlotterer by Dr. Siemers:

Page 5003:

Q. Please look at page 5, - that is still Document 1,252; Exhibit 1052, and so far as I can see this is, on page 156 of the English Document Book under Number 1, which is the end of the accompanying letter signed by Dr. Schnitzler and Dr. Knueger. The sentences which are contained and which the Prosecution considers especially incriminating, we are presenting in evidence. The general part is referred to and it says literally:

"Pursuant to request formulated by the Reich Economic Ministry, a compilation has been added to this general part covering direct damages sustained by I.G. Farben and by its local predecessors and syndicate companies as a result of the Peace Treaty of Versailles."

Who stressed this question that is mentioned here, and what thoughts were underlying the motives of this request of the Government?

A. It was an order of the Minister of Economics and of the State Secretary which referred to a directive of Hitler and Goering and to a directive of the Minister of Foreign Affairs as far as I knew. I was told at the time that in the imminent peace negotiations with France, the question of the exchange appropriation of German property by France under the Versailles Treaty should be discussed.

As a result, the Reich Ministry of Economics had been given the order to request the respective firms to make compilations about exchange appropriations of their property by France as a result of the Versailles Treaty; I was supposed to collect all of these lists.

.....

Extract from the transcript

27. Jan. HEK-1-Maier
Military Tribunal No. VI

MILITARY TRIBUNAL No. VI
NUMBERG, GERMANY? 27 JANUARY 1948
Session of 9.30 till 12.30

.....

Interrogation of Min. Dir. Dr. Schlotterer by Dr. Siemers:

Page 5303:

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As a result, the Reich Ministry of Economics had been given the order to request the respective firms to make compilations about exchange appropriations of their property by France as a result of the Versailles Treaty; I was supposed to collect all of these lists.

.....

Affidavit

I, Werner SCHUTZ, born on 7 May 1906, residing in Köpferthal-
Barmen, Eschenstrasse 105, have been duly warned that I shall
render myself liable to punishment by making a false statement.
I declare the following on oath of my own free will and without
coercion for submission to Military Tribunal VI in Nuernberg:

1) I have been an employee of the dyestuffs factories BAYER, for-
merly Friedrich Bayer and Co., later IG Farbenindustrie Aktienges-
ellschaft, Leverkusen, since 1 April 1921. Upon my return from
employment abroad in 1936 I took over the commercial management
of the Foreign Countries Dept. No. 2 (Belgium, France and
Italy), in the Pharmaceutical Sales Office "BAYER" in Leverkusen.

2) The minutes of "Discussions on postwar planning" in
Wiesbaden (29 August), Paris (31 August - 2 September), Brussels
(4 September), Wiesbaden (5 September), namely Document CI-6639
(Exhibit 1241) from Prosecution Document Book 1:1,59, page 4 ff.
were submitted to me. At no time were these minutes in the business
files of Dept. No. 2 in Leverkusen. Had these minutes been received
by the Sales Office for Pharmaceuticals, they would definitely have
been submitted to me and brought to my attention as the person in
charge of French business.

The statements in the minutes on "pressure deemed necessary"
cannot be passed on in view of the desired agreement with Ilhene-
Poulenc.

I know from conferences with Herr W. S. Mann during the period before and after these negotiations in Paris with relation to Rhine-Polenac that any direct or State pressure aimed at an agreement with Rhine-Polenac would not be exerted. Herr W. S. Mann's aspirations, as expressed to me, and the instructions issued to his employees, were in any case directed towards conducting the negotiations with Rhine-Polenac in accordance with proper business procedure.

I have personally read through the above statement and have signed each of the two pages.

I declare in oath that I have stated the absolute truth in this affidavit.

Leverkusen, 22 January 1948

signed Werner Schmitz

(Werner Schmitz)

Signed before me by Herr Werner Schmitz, who made the above affidavit.

signed Dr. Christian H. Tuerck

(Dr. Christian H. Tuerck)

Assistant Defense Counsel
at Military Tribunal VI (Duisburg)

Affidavit.

I, Werner SCHWITZ, born on 7 May 1903, residing in Appertal-Barmen, Eschenstrasse 105, have been duly warned that I shall render myself liable to punishment by making a false statement. I declare the following on oath of my own free will and without coercion for submission to Military Tribunal VI in Nuernberg:

1) I have been an employee of the dyestuffs factories formerly Friedrich Bayer and Co., later IG Farbenindustrie Aktiengesellschaft, Leverkusen, since 1 April 1921. My work in the Bayer sales combine was at first chief of sales department B 2 (Italy, France and Belgium) and also of B 3 (Holland, Switzerland, Spain and Portugal) from 1941 onwards.

2) It was never the intention of the firm BAYER, nor did it ever happen that, by suggesting the introduction of compulsory authorization for pharmaceutical production an attempt was made to bring pressure to bear on the firm Rhone-Poulenc and thus to make it amenable to BAYER's suggestions for cooperation. Equally, BAYER never attempted to achieve general compulsory authorization for the entire pharmaceutical industry in France.

Raw materials, coal, power and other things indispensable to industry were of course put on quotas for the whole of French industry during the period of the German occupation, but as far as I know the French manufacturers could control and arrange production as they saw fit within the scope of their quotas.

With reference to the firms Rhone-Poulenc/Specin and Theraplix I can say that Rhone-Poulenc carried on, or recommenced, its entire pharmaceutical production even after the occupation of the whole of France, and that Theraplix was able to undertake the further manufacture of its old products and to commence manufacture of the new products without encountering any particular difficulties from the German and French authorities.

I have carefully read through the above affidavit and signed it with my own hand.

I declare on oath that I have stated the absolute truth in this affidavit.

Leverkuesen, 10 March 1948

signed Werner Schwitz

Signed before me by Werner Schwitz who has read the above affidavit

signed Dr. Hugo Schramm
Attorney and Defense Counsel

affidavit

I, Ernst SCHULZ, born on 7 May 1903, residing in Appertal-Burton, Eschenstrasse 105, have been duly warned that I shall render myself liable to punishment by making a false statement. I declare the following on oath of my own free will and without coercion for submission to Military Tribunal VI in Nuernberg:

1) I have been an employee of the Gustaffe factories (formerly Friedrich Bayer and Co., later IG Farbenindustrie Aktiengesellschaft, Leverkusen, since 1 April 1921. My work in the Bayer sales combine was: Procurist and chief of sales department B 2 (Italy, France and Belgium) and also of B 3 (Holland, Switzerland, Spain and Portugal) from 1941 onwards.

2) In Herr Schulz's instructions, the negotiations with Schaeffgen were from start to finish conducted without involving German officers of the Justice Commission, as Bayer was very anxious that the negotiations should be conducted purely on the basis of a private agreement. The situation was such that we could not avoid getting in touch afterwards with the Swiss Ministry of Economic Affairs, the Justice Delegation and the German economic staff in Paris, but we did succeed in avoiding involving these German authorities directly. During the entire period of the connection with Schaeffgen, Bayer never requested official pressure, nor even intervention from one of the officers named above. These officers were merely advised of the negotiations by way of information. Bayer repeatedly represented the viewpoint of the French firm, even when the French officials then ran counter to German principles.

On several occasions the French authorities expressed their admiration and gratitude for the loyal and fair manner in which the negotiations were conducted. They stressed in particular that in their opinion the work put in on the contracts would retain its value and usefulness for both parties even in the coming peace.

I have carefully read through the above affidavit and signed it in my own hand.

I declare on oath that I have stated the absolute truth in this affidavit.

Leverkusen, 21 May 1946

signed Ernst Schulz

Signed before me by Herr Ernst Schulz, as declared in above affidavit.

signed Dr. Kurt Schreier
attorney and Defense Counsel.

- 1 -

FILE NO. 3.

Subject: Conference in the RWI (Ministry of
Economics) on 28. September 1940, Our Reference:
Dept. Wigo (A)
at/21/

Berlin NW 7
Unter den Linden 82
1 October 1940.

Those present:

Ministerialdirektor MULLERT
Oberreferent Dr. HOFFMANN
Consul General WILH. B. MAERZ
Dr. BROSNER.

The efforts of the travel agency of the Citroen-Syndicate to obtain travel permits for Maers, Consul General MAERZ and LANGGUTH ran into difficulties when the Chemistry Division of the RWI raised objections to the journey. According to a personal communication by ORE Dr. HOFFMANN these were based on the fact that the Chemistry Division could not agree to the negotiations of Consul General MAERZ in Paris. Later on it was possible to obtain conditional travel permits and the issue of the same was subject to the condition that Herr Consul General MAERZ would pay a visit to the Chemistry Division of the RWI before starting on his trip.

The conference which had been thus requested by the Chemistry Division, was opened by Ministerialdirektor MULLERT. MR MULLERT stated that he was very glad to have a chance to talk to Herr C.G. MAERZ about his intentions before he had left for Paris. He was especially glad to do so, because he had been informed that at Herr MAERZ's last journey to Paris, during these conferences the wish of

the I.G. had been expressed to close down the pharmaceutical industry of France and to shut down the plants. Although he was not in a position to judge how far this information corresponded with the facts, his experience with other leading executives of the chemical industry had proved to him that such ideas were indeed circulating in many circles. In this connection he referred to a letter written by the president of a large corporation in which the closing down of the French pharmaceutical industry had actually been demanded in unequivocal terms on the grounds that the German pharmaceutical industry was without any further aid in the position to replace all their products. He must, however, state in connection with these ideas that the BWIK was of a radically different opinion and that the closing down of the French pharmaceutical industry was by no means intended by the BWIK.

Herr C. GILMAN replied to this as follows:

First of all, he must point out, that the officials of BWIK had probably not been informed correctly. The main purpose of his trip to Paris was to clear up the rather confused position of their former representative Messrs. SIGAL & Co. The firm of SIGAL, which was ostensibly an independent French company, but was compelled in reality to work in accordance with the instructions issued by Leverkusen, due to an obligatory contract of Herr SIGAL. The company had at the beginning of the war, desiring to demonstrate their independence from Leverkusen, taken up an extraordinarily extreme attitude. It could not be determined afterwards how far Herr SIGAL had acted contrary to his obligations. On account of

his whole attitude, however, Bayer had to draw the inevitable conclusion and a separation had taken place which both parties entered into voluntarily. As the company RIGAL was therefore to have been liquidated it was necessary to set up a new agency. In order not to prejudice future solutions of the agency problem (concerning which the Auslan-Organization had, he supposed definite opinions already), Herr C.G. MANN had come to the decision that the Bayer agency should for the time being, be put up at the Dye-stuff and Chemical Agency SOPI, Paris. In order to carry out this plan, he had, after coming to an agreement with officials of the SOPI, founded a "Department Pharmaceutique 'BAYER'" within the SOPI. This department was working in the premises used heretofore, but did not represent a new firm and had been set up only within the framework of the already existing firm SOPI. The question of personnel, too, for the positions of this pharmaceutical department had been discussed in Paris, more particularly since Herr BROCKE, the former German participating manager of RIGAL, was serving as an officer at the present in Paris and they desired to have him exempt from the draft.

In addition to this, Herr C.G. MANN had talked with various Military Offices in order to find out more details about what plans were in store in Paris for the future of the French pharmaceutical industry or an eventual collaboration with the German pharmaceutical industry. He must state, however, that definite views could not yet be obtained from the various offices. He could determine that two trends of thought seemed to prevail. The one which is determined by the victor's point of view and which demands a complete shutting-down of the French pharmaceutical industry, after the war had been won; and the other trend which intends to have the French and German pharmaceutical industries collaborate in the future,

but which nevertheless does not think in any way to touch the independent existence of the French pharmaceutical industry, let alone to close it down.

.....

At the conclusion it was agreed that Herr C.G.MAND should now report to Herron MD.MULSET and DRG.VOENANN concerning the results of his journey, after his return from Paris.

50

For the files

N o t e

For Herr Foure-Besalieu, Paris.

- 1) In agreement with the Poen sic Office, Paris, (Chief, Ministerial-
dirigent Dr. Michel, for Chemistry Referent Kriegsverwaltungsrat Dr.
Kalt) Herr Foure-Besalieu is requested by our firm to make private
enquiries with the firm of Rhone-rhodane on the question of pharmaceutical
specialties, popular advertised articles such as aspirins etc, and
pharmaceutical chemicals.
- 2) For the purpose of these inquiries, Herr F.B. would keep Herr Brock
and Herr Krentz informed, and if necessary might also have passes for
unoccupied territory placed at his disposal in case it should be
necessary to meet Herr Grillet (Rh.F.) in Paris.
- 3) The private inquiries are to aim at ascertaining the possibilities of
understanding between I.G. ("Bayer") and the firm of Rh.-F, taking into
consideration present new conditions.
- 4) The import of the proposals to be made by Herr F.B. would be the
following:
 - a) It must be made clear to Rh.F. that in future patent protection
for certain processes will also be introduced in France for
pharmaceutical products, in a manner analogous to the German and
international example. This new regulation which is quite
definitely to be expected, would make it impossible in future
for Rh.-F. to continue their usual procedure of imitating a
large number of original Bayer products. It may also be expected
that a

retroactive ruling will follow in the peace agreement, providing a certain amount of damages for those German firms who have been adversely affected by the French imitations. Our firm has been particularly affected by Sh.-r.'s procedure.

- b) There will also ensue a fundamental rehabilitation of all trade-mark rights of German pharmaceutical firms in France and colonies. In this connection the re-transfer of the trade-mark ASPIRIN to I.G. is foreseen.
- c) Considerable price competition has frequently developed in the past between both firms on the export territories supplied by I.G. and Sh.-r., - competition for which we must hold the price policy of Sh.-r. responsible which has brought about a definite reduction in our export proceeds. A stop is therefore to be put to these undesirable happenings by a contractual settlement introducing price control when French export tenders are submitted.

5) The expected new future regulations mentioned from 4 a) to c) refer to intended official measures to be taken by the German Government,

The results should bring the wish of the firm Sh.-r. for an agreement with I.G. (Bayer) nearer to fulfillment.

In principle, Bayer is prepared, in agreement with competent German official quarters, to bring about a private economic understanding with Sh.-r. which would considerably lessen the effects of the legal situation for Sh.-r. brought about by the new conditions, and at the same time would provide the basis for joint trustworthy cooperation in France and her colonies as well as in the export field. I.G. proposes:

Exhibit No

- a) That a French Sales Company be formed for the joint sale of pharmaceutical specialties and popularly advertised goods, e.g. Aspirin etc., as well as pharmaceutical chemicals of the firms of Bayer and Rhone-Poulenc in France and her colonies. The capital of this company could be small; if necessary it could be seen whether the already existent Sales Company Spéciale (Owned by Rh.-P.) could be considered for this purpose.
- b) Bayer and Rh.-P. will participate in the joint Sales Company to the extent of 51% and 49% respectively.
- c) The Sales Company has the sole right of sale of the products named in the territories mentioned. In addition, however, the export of Rh.-P. products will be carried out by this company in a special department, in order to insure the price control in export territories described under 4 c) as desirable.
- d) The calculation of the products to be delivered by the original firm I.G. or Rh.-P. to the new company will be so regulated that the original firms get a certain standard profit (guaranteed 100 + 30%), the remaining profit, i.e. the difference between selling price and accepted price minus expenses for sale, advertisement etc. falls to the sales company, and is divided up, in accordance with the participation quota.

As the I.G. (Bayer) will be carrying out the export of their products as before through their own organizations, the above-mentioned profit participation ratio will not apply to the products exported by Rh.-P. through the new sales firm. The I.G. would only participate to the extent of 15% in the profits from these products, which will be calculated separately. This participation is considered as an adjustment to cover Rh.-P.'s extension of their export business with products imitated from I.G. manufactured goods.

6) The new regulation would have this advantage for Rh.-i., that through the private economic settlement, the effects of any new future official regulations in the field of pharmaceutical patents and trade-marks would be from the outset subject to a favorable private economic agreement. I.G. on their side give proof of their willingness to be accommodating by declaring themselves prepared to sell their own products for France and the colonies jointly in future with Rh.-r. through the new sales company mentioned.

7) In the present preliminary negotiations no indication can yet be expected in connection with the agreement on future pharmaceutical products; F.S. was however given to understand that if need be the I.G. would also be prepared to sell new products for France and the colonies through the Sales Company, so that in future Rh.-i. would not entirely participate in the new products for the sales territories mentioned. Conversely, Rh.-r. would also naturally be expected to bring in any of the new products found by them.

This point mentioned under 7) which has still to be discussed will, as we have said, not be mentioned at this point, but will be kept in reserve for the negotiations.

Paris, 5 October 1940

Signature: Mann

Air Mail

Paris, 8 October 1940

Consul General
W. R. MANN,
Leverkusen.

Subject: Negotiations with
Rhone-Poulenc.

Dear Mr. Consul General.

Mr. FAURE-BEAULIEU informed us today about his first conference with RHONE-POULENC which took place this morning.

The first contact was established with the commercial manager Mr. VENDELIN and the production manager Mr. BEAU. The meeting took an entirely pleasant course; the officials showed complete understanding for your suggestions and seemed to be convinced themselves of the necessity of coming to an agreement with "Bayer", because at the conclusion of the meeting, Mr. VENDELIN said, literally: "Eh bien, il faudra bien arriver à un accord." (Well then, we shall have to reach an agreement).

Mr. Faure-Beaulieu took our "Aide-Mémoire" (memorandum or notes) along to the meeting in order to prove to the officials by showing your signature, that the proposals were made with our full consent. The officials of Rh.-P. requested a copy of this "Aide-Mémoire", but I agreed with Mr. Faure-Beaulieu, that we should not let them have one. We agreed, however, that we could hand over to the officials of Rh.-P. the points enumerated under 5a to d) in writing, so as to enable them to discuss them with their colleagues. The various percentages which are contained therein, however, should be designated, only with "certains pourcentages" (certain percentages), with the exception of the capital share, of course, in which the quota of the share is already fixed.

Messrs. BUISSON, the president of the company, GILLET and BARRAL, the president of the SPECLA, will all be in Paris in the course of this week or the beginning of next week. Consequently a common meeting can take place then and as a result the trip of Mr. Faure-Beaulieu to Lyons would be superfluous.

It seems to be true that Mr. GILLET will go into retirement soon.

signed:

Signature

Heil Hitler!

signed:

Signature

Belongs to the file "France"
Stamp : AIR MAIL

M. (handwritten)

Paris, 19 October 1940

Consul General
W. R. MANN,
Office of Directors, "Bayer",
Leverkusen.

Dear Mr. Consul General,

Mr. FAURE-BEAULIEU informed us today that he had another conference with Mr. Albert BUISSON, the president of Rhono-Poulenc.

After acknowledging our preliminary conditions, Mr. Buisson showed himself entirely willing to come to an agreement for the purpose of a subsequent collaboration. Mr. Buisson proposed in the first place that direct contact should be established between Mr. F.-B. and Mr. GRILLET who ought to work together on a preliminary plan which would be submitted to you.

Thereupon Mr. F.-B. suggested a trip to St.-Fons as Mr. Grillet is not coming to Paris until early in November. Mr. Buisson, however, ^{is}/of the opinion that it might be more advantageous to hold the first meeting in his presence, so that on the basis of the long friendship between F.-B. and Buisson, the necessary confidential relations could be established at once.

Mr. F.-B. will therefore await the arrival of Mr. Grillet in Paris at the beginning of November in order to enter into the preliminary negotiations with him.

The general impression continues to be that the officials of R.-P. actually propose to conclude a friendly agreement with us on the subject of any future collaboration.

Heil Hitler !
signed :
Illegible signature.

Exhibit Jo.

TRANSLATION OF DOCUMENT No. I - 7338
OFFICE OF CHIEF OF COURSE FOR WAR CRIMES

AIR MAIL

Paris, 15th November 1940

General General W.R. Baum,
"Ceyar"
Liverpool.

Mr. E.-B. had his first discussion with Messrs. Grillet, Bo and Darval yesterday, with Mr. Baissac acting as chairman.

Mr. E.-B. again stresses the fact that the conference was conducted in a perfectly friendly manner and that Mr. Bo, who seemed at first to be rather on the defensive, has now become much more amiable. (Mr. Bo is the main firm engineer and will probably succeed Grillet.)

In reply to our proposals three objections were two important objections, as follows:

- 1) They fear that the establishment of a company with a foreign majority would be most unfavorably received by French medical circles and that they would consequently lose a good many orders, which would go to other French firms. They suggested that the "Ceyar" participation should be decreased and the E.-B. participation increased to correspond. Mr. E.-B. opposed this by pointing out that these doubts could be taken into consideration by leaving the capital in Ceyar's hands but in a French name.

In connection with this point, Mr. E.-B. further mentioned the possibility of measures being taken by the Germans to put obstacles in the way of raw material deliveries to other French competitors. He replied that the last point was best omitted from the discussion in the meantime as it would lead too far.

Exhibit No.

- 2) Mr. P. point out that their sales in France, as compared with Leger's, are in the ratio of approximately 10:1 and that they consequently consider it unjust that the profits in the new company should be distributed in proportion to the share capital.

Mr. P. mentioned the possibility of introducing a sliding scale arranged according to different groups of products.

We thought that it would be in accordance with your views for us to point out to Mr. P. that the planned distribution of profits represented to some extent a compensation for the damage suffered by us due to low profits during the last 20 years owing to the actions of Mr. P.

The written directives given to Mr. P. purposely contained no mention of the 30% margin of profit on the cost price laid down in the original memorandum as the basis of the prices to be charged to the new company. They spoke only of a "certain percentage".

Complete freedom of action has thus been retained for the coming negotiations with regard to this point of the distribution of profits, which will probably form one of the main objects of the negotiations at the end of the month.

We may add that Mr. P. does not seem particularly anxious for the new company to be a direct successor to Spécia s.r.l. in Junction under that name. We can imagine that they would in fact be interested in keeping Spécia going, even under different external conditions, as a purely French firm acting as parent company for the Spécia branches abroad.

No objection was raised to the formula covering "Leger's" participation in export profits.

Mr. P. is to have a further discussion with the above-mentioned gentlemen next Tuesday. On that occasion he will put forward our arguments as detailed above.

With regard to your visit, plans have been made for you to lunch with Mr. P. and Mr. Albert Buisson in a small and intimate party on the 29th, so that you can establish personal contact, to be followed by the general discussion on the evening of the 29th or 30th.

We shall communicate with you as soon as Mr. P. has come to a definite agreement with the French side.

Main Document No. 363

Exhibit No.

We hope that the above report will meet with your approval and that negotiations can be continued in this way until they reach a stage which permits of their being carried to a definite conclusion on your arrival.

with attler :

(2 Stamps) (signed) Brock (?) (signed) Erantz (?)

CERTIFICATE OF TRANSLATION

I, Hans A.M. Knaled, MEP 34387, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. VI - 7658.

7 August 1947

Hans A.M. Knaled.
MEP 34387

Document Mann No. 364

Exhibit Mann No.

Handwritten note by Dr. Schustel

Stamp: AIR MAIL.

Paris, 30 November 1940.

To
Consul General W.R. Mann
Bayer I.G. Farbenindustrie Aktiengesellschaft
Leverkusen I.G. Plant

Dear Sir,

Enclosed we are sending you the minutes of the last conference which Herr F.B. had with the gentlemen from R.P.

We took the opportunity of getting a word in touch with Herr F.B. and pointed out to him that the R.P. proposals are completely outside the scope of the contemplated agreement. F.B. then assured us that these proposals were in fact mentioned at the end of the discussion, but that the gentlemen from R.P. knew very well that they would not succeed in carrying their point, even if they were entitled to assume that the other side would adopt the usual compliant attitude.

In order to create a suitable atmosphere for the negotiations it is intended that you and M. Buisson meet first at a luncheon given by F.B. where there will be no obligation for either of you. The first conference with the gentlemen of the other side should take place on the same day, i.e. the 29 inst. The place has not yet been fixed, but Herr F.B. will, if necessary, make his office available. Apart from this, M. Buisson has arranged a lunch for Saturday noon, the 30 inst. Here again, only very few people will be invited, and the only other guest would be Herr F.B.

We would ask you

Document Mann No. 364

Exhibit Mann No.

-2-

to let us know as early as possible what you propose to do
in order that we may notify the gentleman from Paris.

ceil titler !

signat: Signature

Translation.

Report on the visit of M. Faure-Beaulieu at Rhone-Poulenc
on 19 November 1940.

- 1) It should be mentioned that the purpose of the previous conversations between M. Faure-Beaulieu and the managers of the firm Rhone-Poulenc was to set out the project of an understanding, and that the latter agreed in principle.
- 2) Consequently M. Faure-Beaulieu outlined the program which was previously contemplated by "Bayer", as shown in the statement given to him, that is, the creation of a selling agency for the purpose of exploitation. The comments which the managers of Rhone-Poulenc made in this connection are contained in the note which M. Faure-Beaulieu mailed to Herr Krantz on 14 November.

That was how the negotiations stood at that time.

- 3) The object of to-day's conversation was therefore to study the possibilities of applying the suggestions of Rhone-Poulenc.

These suggestions are as follows:

- a) The managers of the firm Rhone-Poulenc are of the opinion that the terms of agreement must be based on the customary principles of equity which are frequently applied in understandings of this kind, where manufacturers in different countries are in question.
- b) The stipulations must deal with sales regulation:
 - on the one hand in all manufacturing countries which have a reciprocity agreement with each other,
 - on the other hand in the colonies,
 - finally as far as the exports are concerned.
- c) Arrangements would have to be made for an agreement concerning the new products.

Document Main No. 364

Exhibit No.

-4-

- d) The situation in which both partners would be placed, if one of them should come to an understanding with other manufacturers either in one of the countries of the above mentioned partners or in a foreign country, would have to be made clear.

- - - - -

Affidavit.

I, Fritz Brock, born on 17 March 1894, residing at Boden-Baden, Lichtentaler Allee 11, having been warned that I am liable to punishment by making a false affidavit, herewith declare under oath, voluntarily and without compulsion, the following, in order that it be submitted as evidence to the Military Tribunal VI in Nuernberg:

- 1) On 1 April 1926 I entered the services of the then Rochester Farbwerke (from 1 January 1926 under the I.G. Farbenindustrie Frankfurt/Main - Hoechst). In February 1928 I was transferred to Paris to the representatives of the I.G. Farbenindustrie there, the I.G.P. Société pour Matières Colorantes et Produits Chimiques, Avenue Roche 47, Paris, VIII, and was assigned to the newly established Department L'apharma (Pharmaceutical Department). The I.G.P. was a firm based on French law and the majority interest was German.
- 2) The L'apharma was dissolved in 1932. It was replaced by the two firms Laboratoires Lohru and Praxidic which had their offices in the rue Vanquelin, Paris (the first one being a sales company, the second a proprietary office for scientific and popular propaganda). The latter was dissolved in 1933 and merged into the firm Lohru. A third change took place in 1935. The Laboratoires Lohru was replaced by the firm Rigel & Co., also rue Vanquelin, Paris. In 1936 the firm moved to the rue d'Artois. The firms Lohru and Rigel were managed by the apothecaries L. Lohru, respectively Emond Rigel, and, according to French Law, pharmaceutical products can only be sold by French apothecaries. I held the position of commercial manager in the firms mentioned.

When war became imminent I left France about the 24/25 August 1939, and returned to Paris in June 1940. Rigel had in the meantime liquidated the firm Emond Rigel & Co., and I found it in this condition in June 1940.

Herr Mann came to Paris for the first time after the outbreak of war at the end of August 1940 in order to discuss with the German authorities the possibility of negotiations with the French industry on the basis of private enterprise and in order to get permission for such negotiations. At the beginning of October he handed M. Faure-Berthelin a memorandum (aide-memoire) in which he set down written suggestions for an understanding with regard to Alsace-Lorraine. Herr Mann explained to me several times in private conversations that he was attempting to start talks with R.F. and to bring about

Document Meun No. 4378

Exhibit No.

-2-

friendly cooperation between Bayer and Rhone-Poulenc. To-day I no longer remember in full detail how the first contacts with Rhone-Poulenc were made. But I do know that Herr R.W. Meun, in the use of M. Fauro-Boullien's mediation in order to start negotiations with Rhone-Poulenc. He knew M. Fauro-Boullien well from former times. As Herr Meun explained to me, it was proposed to bring in Fauro-Boullien in order to make it clear to the French Officials of Rhone-Poulenc that we did not intend to negotiate as conquerors with the conquered, and that the French partner should not have the feeling of being under duress. I did not take part in the negotiations themselves.

I have read the above affidavit carefully and have initialed respectively signed each of the two pages by my own hand.

I declare under oath that I have stated only the truth in this affidavit.

Leverkusen, 10 February 1948

(signed) Fritz Brock

Signed before me by Herr Fritz Brock, the affiant.

(signed) Dr. Christian H. Fuorch

Attorney-at-Law and
Defense Council Assistant to
the Military Court VI. Duernberg.

TRANSLATION OF DOCUMENT No. NI-10544
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

OFFICIAL REPORT

On 1 August 1947, we, Charles GERTSOFFER, Deputy Public Prosecutor at the Seine Tribunal, Deputy for the Ministry of Justice at the Office of the Chief of Counsel for War Crimes,

summoned Marcel BO, 54 years of age, 29a Avenue de Messine, Paris, Associate Director General of the Rhône-Poulenc Company, who after having sworn to tell the whole truth and nothing but the truth, declared:

I confirm the statement that I made on the 30th of last April, concerning the conditions during the occupation, under which our discussions and negotiations with BAYER (pharmaceutical branch of I.G. Farben) began and later developed.

S.I. - I was not at all acquainted with M. FAURE-REAUILLIEU before meeting him in October 1940. His intentions caused me to distrust him. Moreover, I was astonished at the confidence which the Germans had extended to him. M. FAURE-REAUILLIEU explained to me that he had previously been able to secure favours for M. MATH's father, when the latter had gone to Spain immediately before his death, and that the son had remained very grateful to him for these favours.

He also told me on several occasions in a completely formal manner, that as a Frenchman he was concerned solely with defending French interests.

As a result, he told me that his son had gone to Algeria, then to England, and held a dangerous position in the Free French Forces.

During his conversations with me, M. FAURE-REAUILLIEU often discussed the outcome of the war with me and his certainty of an Allied victory. In fact, moreover, during the negotiations with I.G. Farben, I noticed that he supported the French point of view.

That is why I have never doubted that M. FAURE-REAUILLIEU was personal owner of the shares that he subscribed to the increase of TERAPLIX capital stock, and that this subscription was carried out with his own funds.

Read, approved, and signed:

signed: C. GERTSOFFER signed: M. BO

CERTIFICATE OF TRANSLATION

30 September 1947

I, Ephraim LEVIN, Civ. No. D-153535, hereby certify that I am a duly appointed translator for the French and English languages and that the above is a true and correct translation of the document No. NI-10544.

Ephraim LEVIN
Civ. No. D-153535

Copy.

SPECIA - preparations.

1) Identical or closely related products covered by our patents (see also their preparation and combinations):

| Current No. : | Name | Remarks |
|---------------|--------------------------------|---|
| 1 | * Béviline | identical with Botadin |
| 2 | * Diarnorhol | identical with Aurofil |
| 3 | Cardinal | identical with Luminal |
| 4 | Concorine | identical with Trypanflavin |
| 5 | Morangi | identical with "Bayer" 205 |
| 6 | * Neuganol | identical with "Bayer" 205 |
| 7 | Neptal | identical with Solyscen |
| 8 | Kovarsänsobenzol Billion | identical with Neosalvarsan |
| 9 | * Praequine | identical with Plasmochin |
| 10 | * Frémaline | similar to atope |
| 11 | Privinal | identical with Evipan-Sodium |
| 12 | * Quineorine | identical with Atoerin |
| 13 | * Quinopraequine | identical with Chinoplasmin |
| 14 | Rénalectine | identical with Suprarenin |
| 15 | Rhoarsen | identical with Neosalvarsan |
| 16 | * Rhoicquine | closely related to Plasmochin |
| 17 | * Rhoiprêline | similar to Plasmochin |
| 18 | Rutocel | closely related to Luminal |
| 19 | Sarlabl | identical with Salvarsan |
| 20 | Sonbryl | closely related to Veronal |
| 21 | * Stovoquine | closely related to Plasmochin/ Spirocido |

* means licence or other agreements

II) Identical or closely related products covered by our patents
(as also their preparations and combinations):

Offered for sale after the expiration of our patents.

| Current No. | Name | Remarks |
|-------------|----------------------------|-----------------------------------|
| 23 | anticoxaline | similar to Pudin |
| 23 | Eutelline | closely related to Novocain |
| 24 | Sant-rine-Sanleptine | closely related to Nophrin |
| 25 | Sourcesine | identical with Novocain |
| 26 | Strychn-Cardinal..... | Cardinal identical with Lardal |
| 27 | Tyr-Cardinal | Cardinal identical with Lardal |

III) Spécia's own Specialties (as also their preparations and
combinations),

offered prior to our corresponding preparations, or not
infringing on our patents or products entirely patent free.

| Current No. | Name | Remarks |
|-------------|----------------------|------------------------------------|
| 28 | Acetylarsen | offered first |
| 29 | Acetol | patent free |
| 30 | Crisoline | not infringing upon our patents |
| 31 | Basin | " " " " |
| 32 | Dermoseptazine | patent free |

Document Mann No. 373

Exhibit No.

-3-

| Current No. | Name | Remarks |
|-------------|-----------------------|---------------------------------|
| 33 | Mixiol | patent free |
| 34 | Myochryaine | not infringing upon our patents |
| 35 | Mécardyl | " " " " " |
| 36 | Oraerine | offered first |
| 37 | Propavine | not infringing upon our patents |
| 38 | Procytal | " " " " " |
| 39 | Quindo-Stoverol | offered first |
| 40 | Amiasil | patent free |
| 41 | Rodilone | not infringing upon our patents |
| 42 | Scuroforme | " " " " " |
| 43 | Septisine | patent free |
| 44 | Soluseptazine | " |
| 45 | Styral | " |
| 46 | Stoverol | offered first |
| 47 | Tryparamide | " " |
| 48 | Trypoxyl | patent free |

Leverhüsen, 13 December 1940
U.

B
A
BAYER
E
H

Société des Usines Chimiques
 BOUÉ - POULENC
 Paris

Handwritten remarks:

Given to us by E.P.

Worked in rel by M. Grillot

} German in
 } the
 } original

LIST OF PHARMACEUTICAL PRODUCTS SOLD BY BOUÉ-POULENC

| | | | |
|----|---|--|------|
| A. | x | Acetanilide | S.P. |
| | | Acetophenone | S.P. |
| | x | Acetylparaminosalol | S.P. |
| | | Anilarsinic acid | V. |
| | | Cacodylic acid and Cacodylates | V. |
| | | Lactic acid and its salts | S.P. |
| | | Mandelic acid and its salts | V. |
| | | Peracetylsalicylic acid | S.P. |
| | | Para(?)arsinic acid and its salts | S.P. |
| | x | Salicylic acid and salicylate | S.P. |
| | | Sulfosalicylic acid | V. |
| | x | Armaline and its salts | S.P. |
| | x | Andropyrasoline | S.P. |
| | | Sodium anilarsinate | V. |
| B. | | Bacyllanate | S.P. |
| | | Bismuth and its salts | V. |
| | | Bromine and bromides | V. |
| | | Brom-form | V. |
| C. | | Caffeine and its salts | V. |
| | | Chloramine and Di-chloramine | S.P. |
| | x | Chloroform | S. |
| | | Ethylchloride | R. |
| | | Cosium and its salts | V. |
| D. | | Diethylaminostovaine | V. |
| | x | Dicyclanopyrasoline | S.P. |
| E. | x | Ephedrine and its salts | S.P. |
| | x | Ether for anesthesia | S.P. |
| G. | x | Guaiacol and derivatives | S.P. |
| | | Glucophosphate of Lime | V. |
| | | Glycerophosphates (14 salts) | V. |
| H. | | Hexylresorcinol | V. |
| I. | | Iodine and various iodates | V. |
| | | Iodo-iodinate of quinine | V. |
| | | Iodoform | V. |
| K. | | Methylarsinate of Sodium (Sodium methylarsinate) | V. |
| | | Methylacetanilide | S.P. |
| O. | | Oresanine | V. |
| | | Ethylorthoformate | V. |

-2-

| | | |
|----|--|------|
| P. | Paraldehyde | V. |
| | Paraminobenzoic acid | S.F. |
| | Paraminobenzoic acid pyridine | S.F. |
| | Butylparaminobenzoate | S.F. |
| | Ethylparaminobenzoate | S.F. |
| | Potassium permanganate | H. |
| x | Phenacetine | S.F. |
| | Phenol, official (Phenolic acid) | L. |
| | Phenolphthalein | S.F. |
| x | Phenylethylalcohol | V. |
| | Phenylethylamine | S.F. |
| x | Piperazine and its salts | S.F. |
| x | Pyrazoline | S.F. |
| | | |
| R. | x Resorcinol | S.F. |
| | x Rhodine (acetylsalicylic acid) | S.F. |
| | | |
| S. | x Salol | S.F. |
| | x Scrocinol | S.F. |
| | x Stovaine | V. |
| | x Stovaine and its salts | S.F. |
| | x Sulfonamide salts of potassium (Potassium sulfonamide salts) | S.F. |
| | | |
| T. | Terpine | S.F. |
| | Tetrachloroethylene, pure, medicinal | V. |
| | Carbon tetrachloride, pure, medicinal | V. |
| | Theophylline and its salts | V. |
| | Tribromacetate of Potassium | V. |
| | | |
| V. | Vitamin A. | V. |
| | Vitamin B. | V. |
| | Vitamin C. | V. |
| | Vitamin D., crystals | S.F. |

.....

I hereby certify this to be a true and correct copy of the above document.

Waraberg, 11 March 1940.

at test Dr. Erick Berndt
Attorney-at-Law

A f f i d a v i t .

I, Werner Schmitz, born 7 May 1903, residing in Appertal-
Gersheim, Eschenstr. 105, have had my attention drawn to the fact
that it is a punishable offense to make a false affidavit. I
herewith declare the following on oath of my own free will and
without compulsion, for presentation before Military Tribunal VI,
Wurzburg.

1) I have been employed by the Ives Factory formerly Friedrich
Bayer & Co., later I.G. Farbenindustrie Aktiengesellschaft, Leverkusen,
since 1 April 1921. My position in the Bayer Selling Association was
that of Procurist and Chief of Sales Department B 2 (Italy, France
and Belgium), from 1940 onwards also B 3 (Holland, Switzerland,
Spain and Portugal).

2) The three pharmaceutical chemicals of high quality produced by
Rhône-Poulenc:

Acetylsalicylic acid
Dihydrochlorophenazon
Phenacetin

were the subject of pro-cess agreements with the firm of Rhône-Poulenc,
agreements to which other German and foreign producers participated,
as well as "Bayer".

At the conference in Paris on 29 and 30 November 1940, Herr Grillet
voluntarily to pay royalties for the three above-named products.
On this occasion Herr Grillet produced a list which had already been
prepared before the conference, and in which the products concerned
in the royalty payment were marked in red, as shown on the attached
photostats of both sides of the original.

I have carefully read through, initialled and signed the above
declaration and the two enclosed pages.

I declare on oath that I have stated the absolute truth in this
affidavit.

Leverkusen, 31 March 1940.

Signed: Werner Schmitz
(Werner Schmitz)

Signed in my presence by Herr Werner Schmitz who made the above
affidavit.

Signed: Dr. Hugo Schramm
(Dr. Hugo Schramm)
Attorney and Defense Counsel

EXPLANATORY NOTE.

Articles 1, 2, 3 and 4 give lists of products and the rate of payments as noted by the representatives of Rhone-Poulenc and Squalin on Saturday.

Article 1.- Drs. Grobel and Schultz signified their agreement in the note delivered by Dr. Mauro Scullien on Tuesday.

Article 2.- The special products indicated are those marked with a red dash by Dr. Wallat on the special catalogue which he showed to Consul General Mann.

Triphenyl does not figure on this list as it has been struck off the list of special products.

Cocaine which does not appear on the list - the product formed the subject of discussions at an earlier date - can be included if Bayer still wishes it.

It should be noted that three products (Acetamin, Rhone Rhodine, Cartouches Synthex) were mentioned in the Rhone-Poulenc document, which do not figure in the rough draft submitted by Dr. Grobel.

Acetamin is included in the list as well as Rhodine, as the latter product was noted by us as falling within the 5% category.

Cocaine does not appear in the list, as it is our own formula and is thus a special case.

Article 3.- There is no discrepancy, except in the case of the antiparkins, on the subject of which all our notes agree that Consul General Mann asked 5%. These notes read as follows:

Merocyl, Bovitine 10%
Moranyl, Malaria Remedies 5%

It is for this reason that we draw attention to this figure.

If there has been some mistake in the information given us, and Bayer intended to include malaria remedies in the 10% category, we agree to reconsider the matter and to establish 10% as the final figure.

Commentary on:

Article 4. - The discrepancy, as stated above, affects - both Corythearine which we have not included, since it was not marked with a red dash in the catalogue cited above, - and Rhodine and Rhoffine which we included in the 5% category.

The difference in the treatment of Aspirin (10%) and Rhodine and Rhoffine (5%) will, in fact, strike us as being logical, since there appeared to be no reason for treating the two last-mentioned products any differently from Gardonal, for example, or Novar or Scurocaine.

Rhodine is marked off with the 5% products in the notes taken during the meeting on Saturday.

Article 5 - Paragraph 1 (corresponds to Article 4, paragraph 2 of Dr. Grobel's rough draft).

Article 5 - Paragraph 2 (corresponds to Article 4, paragraph 1 of Dr. Grobel's rough draft)

Article 6 - was not expressly discussed on Saturday, but can, in fact, be added to other with the definition of "similar" products as recorded in the minutes of Tuesday's meeting.

Commentary on

Article 7 - Having promised to do so, Blone-Poulenc and Spicic will exert all their influence in an effort

to bring the companies mentioned to accept the same undertakings; it is apparent, however, that all cases are not the same and that the extent to which the different firms will involve themselves will vary in percentage. It is not possible, therefore, to undertake any definite obligations, but there is no doubt that Bayer will recognize the persistence of the efforts made by Rhono-Poulenc and Spécia and the results of these efforts.

Article 8 - In the absence of a settlement on Saturday as to the amount which is to be used as the basis for calculation, we suggested the text used in our previous contracts with the I.C. which was considered suitable by both contracting parties. It does, in fact, seem right that the percentage be fixed in proportion to the amount actually received by Rhono-Poulenc or Spécia.

Article 9 - This subject was not broached. We propose that a Trustee Company be nominated.

Article 10 - A period of 50 years was announced on Saturday, following a rapid exchange of views. This period is extremely long and we have explained why. We note that Bayer insists upon it.

Article 11 - We gathered from Consul General Mann's first note that the alteration of the law on the patenting of pharmaceuticals in France would follow as the result of the intervention of the German authorities. For our part, we will gladly take steps in the same direction, as we have done in the past.

Commentary on:

Article 12 - Unchanged.

Article 13 - As far as the obligations of Rhono-Poulenc and Spécia themselves are concerned, the proviso introduced

on the subject of acceptance by the French authorities is the counterpart of the Bayer proviso introduced on that of acceptance by the German authorities.

The proviso concerning ratification by the Administrative Boards could not cause any appreciable delay, since the Board of Monaco-Neulens met on 13 December and that of Spain shortly afterwards.

Article 14 - Unchanged.

4 December 1940

Signature

(So)

Translation.

Articles 1, 2, 3, and 4 give lists of products and the rate of payments as noted by the representatives of RHONE-POULENC and SPECIA on Saturday.

Article 1 - Drs. GROBEL and SCHMITZ signified their agreement in the note delivered by Mr. FAURE REAULIEU on Tuesday.

Article 2 - The special products indicated are those marked with a red dash by Mr. GILLET on the Specia catalogue which he showed to Consul General MANN.

Privalol does not figure on this list as it has been struck off the list of Specia products.

Gonacrine which does not appear on the list - the product formed the subject of discussions at an earlier date - can be included if BAYER still wishes it.

It should be noted that three products (Acetaine, Bause Rhodia, Cartouches synthex) were mentioned in the Rhone-Poulenc list, which do not figure in the rough draft submitted by Dr. Grobel.

Rhofeine is included in the list as well as Alodine, as the latter product was noted by us as falling within the 5% category.

Coryphedrine does not appear in the list, as it is our own formula, developed by us, and the product is our own property.

Article 3 - There is no discrepancy, except in the case of the antipaludics, on the subject of which all our notes agree that Consul General MANN asked 5%. These notes read as follows :

| | |
|---------------------------|-----|
| ARODYL, REVITINE | 10% |
| MORANIL, MALARIA REMEDIES | 5% |

It is for this reason that we drew attention to this figure.

If there has been some mistake in the information given us, and BAYER wishes to include malaria remedies in the 10% category, we agree to reconsider the matter and to establish 10% as the final figure.

Article 4 : - The discrepancy, as stated above, affects - both Coryphedrine, which we have not included, since it was not marked with a red dash in the catalogue cited above,

- and Rhodine and Rhofeine which we included in the 5% category.

The difference in the treatment of ASPERIN (10%) and Rhodine and Rhofeine (5%) did, in fact, strike us as being logical, since there appeared to be no reason for treating the two last-mentioned products any differently from Gardonal, for example, or Mever or Scurceine.

Rhodine is marked off with the 5% products in the notes taken during the meeting on Saturday.

Article 5 (Corrections to Article 4, paragraph 2 of Dr. Grobel's rough draft.)

Article 5 - Paragraph 2 - (Corrections to Article 4, paragraph 1 of Dr. Grobel's rough draft.)

Article 6 - was not expressly discussed on Saturday, but can, in fact, be added, together with the definition of "wholesaler" products established on Tuesday.

Article 7 - Having promised to do so, RHONE-POULENC and SPECIA will exert all their influence in an effort to bring the companies mentioned to accept the same undertakings; it is apparent, however, that all cases are not the same and that the extent to which the different firms will involve themselves will vary in percentage. It is not possible, therefore, to undertake any definite obligations, but there is no doubt that "BAYER" can confirm the efforts actually made by Rhone-Poulenc and Specia, and the results of those efforts.

Article 8 - In the absence of a settlement on Saturday as to the amount which is to be used as the basis for calculation, we suggested the text used in our previous contracts with the I.G. which was considered equitable by both contracting parties. It does, in fact, seem right that the percentage be fixed in proportion to the amount actually received by Rhone-Poulenc and Specia.

Article 9 - This subject was not broached. We propose that a Trustee Company be nominated.

Article 10 - A period of 50 years was announced on Saturday,

following a rapid exchange of views. This period is unusually long and we explained why. We note that "BYER" insists upon it.

Article 11 - We gathered from Consul General M/ER's first note that the introduction of a law on the patenting of pharmaceuticals in France would follow as the result of the intervention of the German authorities. For our part, we will gladly take steps in the same direction, as we have done in the past.

Article 12 - Wording unchanged .

Article 13 - As far as the obligations of Rhone-Poulenc and Special themselves are concerned, the proviso introduced on the subject of acceptance by the French authorities is the counterpart of the proviso introduced by "BYER" on that of acceptance by the German authorities.

The proviso concerning ratification by the Aufsichtsrat would involve only a slight delay, as the Aufsichtsrat of Rhone-Poulenc meets on 13 December and that of Special shortly afterwards.

Article 14 - Wording unchanged.

4 December 1940

Signed : Signature

(30)

C o p y .

" B a y e r "
I.G. Farbenindustrie Aktiengesellschaft
Management

Levirkusen - I.G. Werk
18, December 1940

To the Management of the firms
Rhône-Poulenc and Spezia
21, Rue Jean Goujon
Paris (8^e)

Herr Faure-Mauriel was kind enough to send us a few days ago your completed and signed draft agreement resulting from our Paris discussions of 29/30 November and 2 December 1940, as well as the appendix with explanatory notes. We note with satisfaction that as far as the text is concerned as well as the actual points agreed upon, you adhere closely to the scheme we submitted on 2 December 1940 at the first discussion.

As both our standpoints have converged to such an extent, we agree in principle to the text as composed by you. After carefully examining all the points we would merely like to make a few unimportant alterations which we will proceed to explain and justify:

In the 4th paragraph of the preamble of your draft the "non-existence of the French law on patent protection for pharmaceutical products" is stressed, as there exists a general patent law in your country which merely does not apply to the pharmaceutical field, we have changed the text to the following: "in spite of the virtual non-existence of patent protection for pharmaceutical products" in order to suit the actual prevailing situation.

In the 6th section of the preamble we shall have to omit the words: "will again be returned following an agreement to be concluded between the German and French Governments" since we are not allowed by German official quarters to anticipate and refer in a private economic contract to an agreement yet to be drawn up by our two governments.

The 7th section we would like to combine with the 6th without any alterations in the text.

Under Points 1 and 2 reference is incorrectly made to Article 9. In each case it should be Article 8.

In addition, we considered it advisable in Article 1 to put the scientific name after both the trade names "Amidopyrazoline" and "Dioxyamidopyrazoline" in order to avoid misunderstandings. We fulfilled the promise we made to you to omit Antipyrin by making a corresponding remark in connection with "Dioxyamidopyrazoline". Finally, we put the scientific description after "Scorocaine".

In the case of Article 2) our wish regarding Goncorine and Goncorine pastilles still stands, and we would like to include this product under the specialties listed under 2), with which you are in agreement according to the attached explanatory note.

In Article 3 we are standing by our wish for a 10% payment for certain operations, to which you agree, according to the explanatory note. Keeping your text we would therefore like to alter the set-up of Article 3 somewhat. We have merely struck out the words "on the part of the German authorities" in the first paragraph of Article 3), for the reasons mentioned in the outset.

In connection with the trade name "Aspirin" we have substituted the words "will be redistributed" for "rain losses", as we do not wish to make any laws retroactively applicable.

We have omitted the subordinate clause in Article 6: "insofar as it is a question of products originally/launched by "Bayer" ", since it could arise that we might also be the first to put on the market products/launched by firms in close touch with us.

In Article 7) we consider the following addition necessary:
"A list of the firms and products involved is attached to the agreement."

Article 11) on patent protection we would also like to alter somewhat for the reasons mentioned above, and re-word it in the following way: "Belton-Poulenc and Spécia will also take steps to see that the patent law receives as soon as possible such an interpretation or wording by their competent authorities, that patent protection is also granted to pharmaceutical products."

As you will see from the above explanations, our wishes with respect to alterations only affect unimportant points in the agreement, and you have already suggested accepting some of these alterations in the supplementary work you did.

We are sending you as an enclosure a signed agreement in 2 copies and in French language prepared with these alterations in mind, and look forward to your returning us a signed copy.

We would like to take advantage of today's transmission of the signed agreement, which we look upon as the first result of our conference in Paris, in order to refer once more to the main reason for our meeting in Paris.

We still cherish the sincere and urgent wish, shared also by the German authorities, to cooperate more closely with you in some direction or other. With regard to the sales company for France together with her colonies, protectorates and mandated territories, which we discussed together in detail, we have again examined the problems connected with this question, and recognize the arguments put forward by you, which are in opposition to this solution by cooperation. We are therefore giving up this project.

We now make you this proposal: that the inter-relationship aimed at between our two groups be achieved in the scientific and technical field, and in the following manner, when a new emission of shares is made by your company, we shall require a share amounting to 25% of your share capital, the equivalent of which we would offer you at a rate agreed upon in shares in our company.

In order to guarantee close scientific and technical inter-relationship we are prepared to offer you any new products brought out by us in future for France, her colonies, protectorates and mandated territories, so that you will be able to sell them under another name at the same time as our original product. An understanding about royalty fees, price regulations etc. would have to ensue, on the lines of our present agreement. For the sake of reciprocity we propose to make the same arrangement for your new products with regard to the Greater German Customs area.

We are further prepared to be helpful in every way in the carrying out of the organizational measures for market regulation on German lines proposed in article 11(2) of the present agreement. We have had the best results with these measures in Germany when organizing our production for sale, so that it is extremely important for the interests of your firm as the largest indigenous producer of pharmaceutical products, to make a similar regulation in France.

We would request you to give this new offer

Document MANN No. 368

Exhibit No.

the most thorough examination.

We should be glad if the present agreement were soon to be followed by a broader and more thorough cooperation between our two firms.

Yours faithfully

"B A Y E R "

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

signed: J.R. Mann signed Dr. Grobel

A f f i d a v i t .

I, Werner Schmitz, born on 7 May 1903, residing in Sappertal-Birnen, Eschenstr. 105, have been duly warned that I shall render myself liable to punishment by making a false statement. I depose the following of my own free will and without coercion for submission to Military Tribunal VI in Nuremberg:

1) I have been an employee of the dyestuffs factories vorm. Friedrich Bayer and Co., later I.G. Farbenindustrie Aktiengesellschaft Leverkusen, since 1 April 1921. My position in the Bayer sales combine 1st Prokurist and chief of sales department B 2 (Italy, France and Belgium) and of B 3 (Holland, Switzerland, Spain and Portugal) from 1940 onwards.

2) As is clearly stated in the letter from the firm Bayer to Rhone-Poulenc dated 18 December 1940, Bayer never intended to demand retro-active royalties for the products under contract for the period from 1918 to 1939. By waiving this claim, Bayer wished to prove that it was less interested in the financial aspect of the cooperation than in the eventual clarification of the situation on the subject of imitations and patent protection for pharmaceutical specialities. Bayer adopted this standpoint although the German government had expressed its intention of demanding restitution for the past in the peace treaty with France.

Similarly, in a letter dated 26 January 1942, Bayer expressly renounced all claim to the royalties offered by Rhone-Poulenc itself for the period from 3 September 1939 to 31 December 1940, which Rhone-Poulenc would have had to pay Bayer in accordance with the pre-war contracts.

I have carefully read through the above affidavit and signed it with my own hand.

I declare on oath that I have stated the absolute truth in this affidavit.

Leverkusen, 10 March 1948

signed: Werner Schmitz
(Werner Schmitz)

Signed before me by Herr Werner Schmitz who deposed the above affidavit.

signed: Dr. Hugo Schramm
(Dr. Hugo Schramm)
Rechtsanwalt and Defense Counsel.

Document Mann No. 553

Exhibit No.

Air Mail

Paris, 8 February 1941

To
Herr Direktor Dr. Grobel,
"Bayer"
Levershausen

Subject: Rhone-Fulione contract.

Enclosed please find a letter from Herr Furo-Boullieu to Consul General MAM, according to which the official ratification from the French Government of the signed contract is now to hand. According to Herr F.-B., he saw the Specimen of the French Ministry with his own eyes. The official ratification from Rhone-Fulione will be forthcoming in a few days.

In Levershausen the possibility was at one time discussed of sending out with Rhone-Fulione a joint circular to chemists in which the cessation of the sale of Bayer Aspirin would be announced to them. A circular of this nature would perhaps be best discussed on the occasion of a visit to Levershausen by the officials of Rhone-Fulione. Until then we would allow the sale of Aspirin to continue.

The passports of these four gentlemen were handed over to us today, so that we are not pressed for time.

The undersigned on the left is going to Berlin tomorrow and will call you from there.

With German Distances

signed: signature

signed: signature

F1/Sch
B2 45
11 February 1941

" S o p i "
Pharmaceuticals Department

P a r i s

Subject: Rhone-Roulene Contract.

We confirm the receipt of your letter of 8 February to Dr. Grobel and have noted with satisfaction that the French Government has issued the official ratification of the contract. We now await the information from Rhone-Roulene of which we were advised by Faure-Bessillon's letter.

We cannot approve your intention of continuing with the sale of Bayer aspirin until the circular in question appears, as we have promised Rhone-Roulene that the sale will cease as soon as the confirmation is received. We request you, therefore, to stop the sale of Aspirin immediately you receive this confirmation. The following measures would result from the cessation of sale:

- 1) The effectuation of the agreement with Augagneur, shortly to be discussed in Leverkusen;
- 2) appropriate communications to Algiers, Tunis and Casablanca;
- 3) the preparation of all T-goods which have not yet been processed, for transport to Belgium if necessary.

We take it that you have made use of the brief period before the arrival of the confirmation to dispose of as much as possible of the goods already unpacked. as far as the circular itself is concerned, we have not yet decided whether a joint circular is suitable. We shall discuss this with Rhone-Roulene on 25 February.

Yours faithfully

"Bayer"
Sales Department B 2
(signed Dr. Grobel per pro.Schmitz)

Document Mann No. 555

Exhibit No.

Air Mail

Paris, 18 February 1941

No. 55

" B A Y E R "
I.G. Farbenindustrie Aktiengesellschaft
Sales Department B 2
Leverkusen

Handwritten:

signed: Grobel
" Singer
" Rieth
" Krumer

Subject: SALE OF ASPIRIN

We acknowledge receipt of your letter no. 45. Since the official confirmation of the consent of the French Government to the contract arrived today, we have ceased the sale of Aspirin as of today and have also sent the appropriate instructions to Lyons.

We have not sent any Aspirin to Algiers since the resumption of relations, so that no difficulties can arise there either.

Cordially

signed: Krans

Handwritten:

for attention Herr Krumer (signed Krumer)

discussed during
Leverkusen conference
26 February 1941

return to

signed: Singer B 2

Stock of tablets (distribution)

Herr Esser (signed Esser)

Stock of material exactly
2000 kg.

Herr Querin (signed Querin)

A P P E A R A N C E

I, Louis KLANTZ, born on 22 May 1895, of Leverkusen, Kaiser-Wilhelmallee 3, having been duly advised that I shall render myself liable to punishment by making a false statement herewith make the following statement on oath of my own free will and without coercion, to be submitted to the Military Tribunal No. VI in Nuremberg:

I have been an employee of I.G. Farbenindustrie Aktiengesellschaft, Leverkusen, since 1 January 1933. First I worked for the Spanish agency of the firm Bayer and came to Leverkusen in October 1935 as commercial consultant for tropical medical preparations and went to Paris in August 1940 in order to carry out the liquidation of the firm Rhone-Poulenc & Cie., our agency in France. This liquidation had been notified by our French business manager, Mr. Rigal, during the time of our absence from Paris and in accordance with the French law could not be revoked. At the same time a formal responsibility had to be found to carry on the business since the French laws in force during the war did not permit the establishment during war time of new enterprises. My way was found out of this situation by a purely formal attack on the "Syrin" (Trade mark for liquidation of Rhone-Poulenc et des Produits Chimiques, Paris), a mark of the ICHN brand in France. Our direction of action in the pharmaceutical sector was not affected thereby.

During the first visit of Herr Lang to Paris at the end of August 1940 during which no attempt was made either directly or indirectly to contact Rhone-Poulenc, he told me that we intended to try to cooperate closely with R.F. but that, if possible, no negotiations were to be conducted without the interference of the German authorities and that this had not with the approval of the German authorities in Paris. During the second visit at the beginning of October 1940 we availed ourselves of the services of Mr. Faure-Baudouin, who had long been an acquaintance of Herr Lang, in order to find out whether R.F. were inclined to enter into private business agreement. We had chosen a franchise because from the very beginning we were anxious to conduct the negotiations, whenever possible, on a purely business basis in an atmosphere free from the Franco-German tension caused by the war. Therefore, our proposals contained nothing which could be interpreted as a reprisal for losses sustained on account of the systematic imitation of our most important specialities and of the use of our trademark "Syrin". But we merely made a proposal for the formation of a common sales company in order to obtain by a share in future sales profits.

a certain compensation. Since it was intended at the same time to adjust the French export prices, which had been considerably below the German prices hitherto, most probably the greater part would have been covered by the excess profit without reducing R.P.'s profit to any extent.

During this stage of negotiations I was not yet in direct contact with the gentlemen of R.P., but the connection existed only through Faure-Boulleux and through myself to Leverkusen. In Faure-Boulleux told me, our proposals for private business negotiations were very favorably received by R.P. On account of the absence of Messrs. Grillet and Barral from Paris, who were at the Saint Fons plant on the other side of the demarcation line, their views could not be obtained in time. As it was our desire to conclude the negotiations as quickly as possible in order not to be handicapped by general directives which might be issued by the German authorities in our freedom to negotiate, quickly removed the difficulties the German authorities put in the way of an immediate return of the gentlemen mentioned were a result of the preliminary discussions between R.P. and Faure-Boulleux went on so satisfactorily that the officials of R.P. sent me an invitation to Herr Mann in mid-November 1940 asking him to come to Paris for personal negotiations.

I did not attend these negotiations at the beginning of December. All the minutes were made in my office so that I was able to know all the details. R.P. had rejected our proposals with regard to participation or a certain sales charge, but they themselves had proposed payment of royalties for the products which had been initiated. Our representatives brought back from this conference a copy of the list drawn up by R.P., which was almost identical with the list I had drawn up for the negotiations, so that there existed no difference of opinion with respect to the products involved. This proposal was accepted by us and led finally to the conclusion of a license agreement, called Contract I.

In accordance with our original intentions we had conducted the negotiations on a purely business basis without the assistance of the German authorities in Paris. The purpose of my visits there was merely to obtain information and I can affirm that we did not during the whole period of our negotiations ask for, or obtain any direct or indirect assistance from them.

Document EBN No. 379
Exhibit No.

I have carefully read the two pages of the above affidavit and have initialed and signed them with my own hand. I herewith declare on oath that I have stated the absolute truth in this affidavit.

Leverkusen, 9 March 1948.

signed: Louis Krentz
(Louis Krentz)

The above document was signed before me by Herr Louis Krentz, being the person who made the above affidavit.

signed: Dr. Hugo Schwarz
(Dr. Hugo Schwarz)

Attorney at Law and Assistant
Defense Counsel.

A f f i d a v i t .

I, Dr. Josef GHOBEL, born 26 October 1891, resident in Opladen, Am Frankenberg 2, having been warned that I render myself liable to punishment if I make a false affidavit, hereby declare on oath of my own free will and without compulsion, for submission to the Military Court VI at Nuremberg, as follows :

- 1) I entered the I.G. Farbenindustrie on 15 March 1926 and, from 1 May 1936, was in charge of ^{European} pharmaceutical exports as Direktor. Since the 15th February 1946 I have no longer been working for the I.G. Farbenindustrie.
- 2) In respect of development and profitability, the French business was probably to be described as the most unsatisfactory within the Bayer Sales Combine. All endeavours since 1927, even allowing for a long preliminary period of several years, produced merely a fluctuating development with no firm framework in which a normal business could be built up. From 1928, I devoted myself enthusiastically to the French business, but all co-operative willingness and propagandic measures in the scientific and popular field were frustrated by the hostile attitude of the French, who on the whole were averse to German products. After years of striving, I came to the conclusion that all further efforts of a commercial nature would be in vain and only production in France itself would lead us to a more satisfactory turnover. This decision was a significant one, because I knew in advance that success could only be assured by the formation of a French company. Herr Rigal, the head of our French business, seemed, in view of his work, to be the right person. At that time, he had started negotiations with the firm of Roussel which subsequently fell through. Thereupon the plan was formed to found a French company of their own. I inspected various establishments in Paris and its vicinity, but no settled arrangement emerged. I continued to work on this problem in a positive manner and, after all difficulties had been overcome, we should finally have achieved success, were it not that the outbreak of the war put an end at once to all our efforts.

I had for many years been an advocate of the idea that only a Fabrication française under a French trade mark would overcome the hostility of the French population in general and the French chemical-pharmaceutical industry in particular.

It was obvious that, after the military collapse of France, a personal contact should take place in Paris, in view of the existing agreements with Rhone-Poulenc, in which from the beginning we on our side hoped to arrive at a friendly solution of all outstanding questions with them. I remember the bitter fight Rhone-Poulenc waged against Bayer in particular in the chemical field in France, by a merciless under-cutting of our prices and also of the normal quotations fixed by the Convention, the fight at the same time in the aspirin field and simultaneously the fight against us by the imitation of our highly scientific qualified world products. We had in mind to convert this hard warfare of Rhone-Poulenc into a fair and friendly gentleman's agreement such as usually existed between scientific world-known firms. From the beginning, my knowledge of the French mentality convinced me that the only basis of lasting duration would be one based on an open, honest commercial foundation, free of any pressure from military or official quarters. We entered into discussions with Rhone-Poulenc therefore with a view to a purely private-economic understanding and in all negotiations at which I was present with the French representatives, there was never any hint of pressure or of official intervention as a power factor. Every sharpness was deliberately avoided.

The principals of Rhone-Poulenc, viz. Buisson, Grillet and Bè, as well as at the agreement discussions as at the resulting visits in Paris and in Leverkusen, frequently expressed their conviction that the nature and methods of our agreements would ensure mutual scientific and commercial collaboration even during the coming peace, no matter whether Germany or France were the victor. I would remark that, at our private conversations, the question of the effective victor was always left open and future collaboration left the victory open for either side.

In order to guarantee that the first contact with Rhone-Poulenc should not be in the spirit of our military victory and thereby connected with the feeling of political power, Herr Faure-Berulieu, a responsible French personality, known to us for a considerable time as one who, precisely like ourselves, was always in favour of a German-French understanding. It was hoped that the way would be smoothed from the beginning by the tactfulness of our first contact.

As will be seen from the foregoing, the whole tendency was towards an absolutely open, friendly collaboration for the future and for this reason the official quarters in Berlin as well as the Service agencies in Paris were only so far informed concerning the progress of the negotiations as was necessary, that is to say, in a purely informative way. It was from the very beginning avoided giving them too great details, so as to avert positive demands on their part. It was quite clear to us that the German authorities and especially the Party would have little understanding for such a gentleman's-agreement.

I have carefully read through the foregoing declaration and have initialled or signed each of the 2 pages with my own hand.

I declare on oath that in this affidavit I have told the pure truth.

Opladen, 1 February 1948.

Signed : Dr. Josef Grobel

Signed before me by Dr. J. Grobel as the person making the above affidavit.

Signed : Dr. Hugo Schramm,
Attorney-at-Law
and Defense Counsel.

CERTIFICATE OF TRANSLATION

25 March 1948

we,

Victoria ORTON, ETO No. 20129,
Beryl G. BESWICK, ETO No. 20183,
Phyllis RAY, ETO No. 36287,
Julius J. STEUER, AGO No. A 442654,
Anne MARTIN, ETO No. 20144,
Patricia E.C. WOOD, ETO No. 20139,
Leonard J. LAWRENCE, ETO No. 20138,
Alfred RAEL, No. B-398081,
Eugene R. KUN, AGO No. D-429798,

hereby certify that we are duly appointed translators for the
German and English languages and that the above is a true and
correct translation of Document Book 4, MARK.

Victoria ORTON,
ETO No. 20129,
(pages I-IV)

Beryl G. BESWICK,
ETO No. 20183,
(pages 1-6, 30-31, 32-36,
81-87)

Phyllis RAY,
ETO No. 36287
(pages 7-11,
58-61, 80, 88-91)

Julius J. STEUER,
AGO No. A-442654,
(pages 12-17)

Anne MARTIN
ETO No. 20144
(pages 18-22, 99-101)

Patricia E.C. WOOD
ETO No. 20139,
(pages 23-25, 49-53, 92-95,
V-VII)

Leonard J. LAWRENCE,
ETO No. 20138,
(pages 26-29, 96-98, VIII-XI)

Alfred RAEL
No. B-398081
(pages 37-39, 45-47, 68-73,
75-79)

Eugene R. KUN
AGO No. D-429798
(pages 40, 56-57, 62-63)

Case 6
Defense

TRIBUNAL VI

CASE 6

DOCUMENT BOOK V

(Rhone - Poulenc)

for

Wilhelm Rudolf Mann

submitted by
the defense counsel

Dr. ERICH BERNDT
attorney-at-law



Mann

Index to Document Book V

for C. R. M a n n

| Doc.No. | Exh.No. | C o n t e n t s | Page |
|---------|---------|---|------|
| 574 | | Copy of letter of BAYER I.G. Farben (Dr.Grobel) to President Faure-Boudliou of 2 January 1941. We are pleased to note that the firm of Rhone-Poulenc has the same interest in a harmonious collaboration as we have. | 1 |
| 391 | | Letter of Rhone-Poulenc to I.G.Farben Leverkusen of 13 January 1941. President Buisson states that the proposed collaboration also concurs with the wishes of Rhone-Poulenc. | 5 |
| 550 | | Copy of letter of BAYER (Mann, Dr. Srueggmann) to Rhone-Poulenc of 21 January 1941. Mann expresses the hope that the mutual readiness to cooperate will result in a satisfactory agreement and in a profitable collaboration in the future. | 7 |
| 392 | | Transcript on the 39th meeting of the Commercial Committee of 4 February 1941. Mann informs the Commercial Committee of the proposed agreement concerning the mutual exploitation of new products. | 8 |
| 393 | | Transcript on the 24th Vorstandsmeeeting of 5 February 1941. | 9 |
| 585 | | Letter of Mann to Faure-Boudliou of 7 February 1941. Mann holds out the prospect to Rhone-Poulenc that their wish for complete reciprocity will be realized automatically and in a harmonious manner. | 10 |

Index to Document Book V

for I.S. Mann

| Doc.No. | Edh.No. | Contents | Page |
|---------|---------|--|------|
| 663 | | Letter of Rhone-Poulenc (Bo) to I.G. Farben Leverkusen of 17 February 1941. Rhone-Poulenc requests the concession of BAYER to extend the Agreement I so as to include reciprocity. This request may also be traced back to a remark of the French authorities concerning Art. 6 of Agreement I. Already in the negotiations leading up to Agreement I, Grillet had asked for an extension of the collaboration with BAYER so as to include other fields besides the pharmaceutical products. | 13 |
| 398 | | Transcript on discussions in Leverkusen between Rhone-Poulenc (Grillet, Bo, Berrai) and BAYER, held on 25 February 1941 concerning licence agreement of 31 December 1940. In compliance with the request of Rhone-Poulenc, BAYER declares his readiness to adhere to the principles of reciprocity in the future. The partners of Rhone-Poulenc are authorized to inform the French authorities accordingly. Other terms of Agreement I are discussed. | 19 |
| 397 | | Transcript on the 40th meeting of the Commercial Committee held on 13 March 1941. Mann reports on the preparation of another agreement with Rhone-Poulenc concerning the mutual granting of licences on new products. Rhone-Poulenc has also proposed the question of a collaboration on the field of plastics, resins and Bana. | 22 |
| 403 | | Letter of Rhone-Poulenc to I.G. Farben Leverkusen of 17 April 1941. This is the answer to a letter of BAYER of 28 March 1941 concerning Licence Agreement II. Rhone-Poulenc declares that the terms to be drawn up shall be born by that spirit of good will and harmony, which necessarily pervade an agreement as the one concluded between us. | 24 |

Index to Document Book V

for C.R. Mann

| Doc.No. | Exh.No. | Contents | Page |
|---------|---------|---|------|
| 404 | | Graphs representing BAYER's sales of new products since 1926 with affidavit of Georg BELZ. | 26 |
| 515 | | Chart showing the sales of the new pharmaceutical specialities which BAYER had put on the market since 1926 and their share in total world sales of specialities. | 27 |
| 515 a | | Affidavit of Georg BELZ to Document 'Ann No.515. | 28 |
| 405 | | Affidavit of Dr. Anton MERTENS, I.D., Head of the Scientific Department of BAYER I.G. Farben, concerning the products which were developed in I.G. Farben's pharmaceutical laboratories and/or put on the market by BAYER's sales organisation. | 29 |
| 677 | | Affidavit of Dr. Anton MERTENS, I.D., concerning the BAYER products which by virtue of the agreement with Rhone-Poulenc were offered to this enterprise for exploitation. | 36 |
| 338 | | Affidavit of Dr. Ernst CAUER concerning the scope of the licence agreement and the advantages for Rhone-Poulenc, also in view of the new patent rights granting Rhone-Poulenc the <u>exclusive licence for the French market in accordance with the agreement with BAYER.</u> | 37 |

Index to Document Book V

for W. R. L a n n

| Doc.No. | Exh.No. | Contents | Page |
|---------|---------|--|------|
| 502 | | Affidavit of Dr. Hugo SCHRAM, Head of BAYER's Legal and Administrative Department. Renouncing the production and sales right for the period of 50 years in favor of Rhone-Poulenc, as stated in Agreement II of 28 March 1941, represents — compared to the agreements which the BAYER sales organization was in the habit of making in other countries, an extraordinary concession. An exception to this are to be found only in BAYER's contracts with the American Sterilin group. | 39 |
| 401 | | Affidavit of Louis KRANIZ. Already before and after the conclusion of Agreement I, Leverkusen made official proposals to enter upon negotiations at once concerning a closer collaboration on the basis of reciprocity. Actually, it was only a legal reciprocity, for the material advantages were mainly on the side of Rhone-Poulenc. The representatives of Rhone-Poulenc repeatedly expressed to these witnesses their satisfaction on such far-reaching coordination of interests. | 40 |
| 409 | | Affidavit of Werner SCHMIDT. Long before Rhone-Poulenc had signed Advance Agreement I, they were informed of BAYER's intention to conclude an agreement with Rhone-Poulenc on the exchange of new pharmaceutical specialities. The witness took part in the negotiations leading up to Agreement I and II. | 42 |

Index to Document Book V

for W.R. Mann

| Doc.No. | Exh.No. | Contents | Page |
|---------|---------|--|------|
| 400 | | Affidavit of Fritz BROCK, representative of BAYER in Paris and member of the Comité consultatif of the Theraplix S.A.. This witness took also part in the negotiations on Licence Agreement II. "Both parties to the negotiations enjoyed complete equality of rights in every respect". The witness states "that the French partners expressed their sincere appreciation concerning the spirit of good will which they encountered and the fairness of the negotiations. They were much pleased by the results obtained by the negotiations. | 44 |
| 410 | | Copy of letter of BAYER (Mann) to Rhone-Poulenc/Specia of 4/3/1941. Mann expressed his willingness, along the lines of a closer scientific collaboration in the future, to discuss with Rhone-Poulenc the complete withdrawal from the French market: "Such a far-reaching concession" on the part of BAYER may be realized by letting BAYER participate in the pharmaceutical branch of Rhone-Poulenc. Mann asks for proposals. | 46 |
| 563 | | Transcript of discussions between BAYER and Rhone-Poulenc (Grillet, Bo, Barral) held in Paris on 29 April 1941. The plans for a joint company are being dropped for the time-being for taxation reasons. From BAYER's annual Register of Physicians Rhone-Poulenc prepares a list of the products for which they would like to be granted a licence. | 49 |

Index to Document Book V

for W.R. Mann

| Doc.No. | Exh.No. | Contents | Page |
|---------|---------|--|------|
| 414 | | Transcript concerning the 26th Vorstandsmeeeting, held on 10 July 1941. Mann reports on an agreement with Rhone-Poulenc which goes beyond any of the agreements made public sofar, namely, for products which were on the French market already before the war and had not been covered by any of the existing agreements. | 51 |
| 415 | | Transcript on the 43rd meeting of the Commercial Committee, held on 23/9/41. Mann reports that the licence agreement is working satisfactorily. | 52 |
| 592 | | Letter of Faure Beaulieu to Mann of 19/9/1941. Pursuant to his frequent discussions with Rhone-Poulenc concerning the setting up of a new joint company, Faure Beaulieu proposes Theraplix for this new company. He wants to know whether this plan would meet with the approval of Mann. | 53 |
| 593 | | Copy of Letter of Mann to Faure Beaulieu of 10/10/1941. Mann accepts the plans of Faure Beaulieu / ic concerning the Theraplix. | 55 |
| 422 | | Letter of the Sopi, Pharmaceutical Department, Paris, to the management of B.I.G., dated 25/10/1941, commenting on the proposals of Rhone-Poulenc in regard to mentioning the Theraplix as the new joint sales company. | 56 |

Index to Document Book V

for J.S. Lanna

| Doc.No. | Exh.No. | Contents | Page |
|---------|---------|---|------|
| 416 | | Letter from Rhone-Poulenc to Lanna, dated 29 October 1941. With this letter and the attached enclosures Rhone-Poulenc discusses in detail the foundation of the joint sales Organisation and gives information about the Theraplix and suggests a scheme for the financial operation concerning the joint incorporation of the Theraplix. | 58 |
| 424 | | Copy of document NI 7634 OCC C - Record about the discussions Rhone-Poulenc (Buisson, Grillot, Bo, Barral) and BAYER I.G. Farben (Lanna and others) in the offices of the firm of RP, on 11 November 1941. Agreements concerning the articles of incorporation for the joint foundation were reached. | 65 |
| 568 | | Letter Sopri (Brock) to BAYER I.G. Farben, dated 20 January 1942, containing notes about the financial transaction for purchase of the Theraplix. The French Government principally agrees with the projected transaction. | 71 |
| 425 | | Agreement between I.G. Farben Leverkusen, Rhone-Poulenc and Faure Boulleau concerning the formation of a Comité Consultatif (advisory council) et de contrôle and its authority as far as the joint sales organisation Theraplix is concerned, letters of 17/26 Jan 1942. Members of this committee are: Faure Boulleau, president, Brock of I.G. Farben and Barral of Rhone-Poulenc. | 73 |

I n d e x
of Document Book V for W. P. M a n n

| Doc. No. | Exh. No. | C o n t e n t s | Page |
|----------|----------|---|------|
| 437 | | Affidavit Werner SCHITZ, chief of the Sales Organization B 2 (France, Belgium, Italy, etc.) with I.G. Farben BAYER. The witness states that the firm of Theraplix received from BAYER the entire procedure regulations and results of examinations for 63 different BAYER products and BAYER processings. "All these procedures are up to date to our latest experiences." The representatives of the French contractors were admitted to the laboratories and were informed about everything worth while knowing that was never told to any agent of a foreign firm. | 74 |
| 436 | | Affidavit Josef SCHITZ, chief of the department F (foreign partnerships) with BAYER I.G. Farben. The witness describes the efforts and supports granted to Theraplix by BAYER. BAYER met the desires of the French gentleman more than half way. | 77 |
| 439 | | Letter from Produits "Bayer", Paris to BAYER department "F" Leverkusen, dated 27 January 1943. This letter contains examples referring to the support of Theraplix by BAYER. | 79 |
| 438 | | Notes about a telephone conversation between SCHITZ (Director Schmitz) and Theraplix, dated 19 February 1944 concerning the intercession of Bayer for the permission for an extension building of Theraplix. | 80 |

Index of

Document Book V for W.R. M a n n

| Doc. No. | Exh. No. | Contents | Page |
|----------|----------|---|------|
| 137 | | Affidavit Josef SCHEITZ concerning the increase in production at the Theraplix from 1941 to 1944. In spite of considerable profits RAYER was satisfied with a dividend of 4.2 %, less taxes of 30 % for the business year 1942/43. The gross profit increased from ffrs. 5,207,957,95 (1941/42) to about ffrs. 20,000,000.- (1943/44). The increase in profit derives mainly from the sales of sulf-nileside products which was made possible by the I.G. | 82 |
| 531 | | Affidavit Dr. Josef GROBEL, concerning the foundation of the Theraplix and the uniformity of the contracts I, II and III with Rhone-Poulenc. | 84 |
| 530 | | Affidavit Dr. Josef GROBEL. "Based upon our agreements, the tendency of Rhone-Poulenc was such, to come to further profitable agreements with other I.G. branches, concerning plastics and resins; the tenor of the RAYER-contracts was supposed to be the basis. | 86 |

I n d e x
of Document Book V for W.R. H a n n

| Doc. No. | Exh. No. | C o n t e n t s | Page |
|----------|----------|---|------|
| 132 | | Affidavit Guenther HAUSEN, chief of BAYER Sales Bookkeeping Department since 1932. The witness reports about the payment of the capital shares by I.G. Farben to the Theraplix, which was in conformance with the necessary permit concerning foreign exchange. | 69 |
| 510 | | Note of the BAYER special department F to the Banking Department, dated 12 June 1942. The transfer of the countervalue for the participation in Theraplix was supposed to be effected, based upon the permit issued by the Foreign Exchange Control Office in Berlin. | 91 |
| 432 | | Copy of the message of the German Ambassade Delegation for Economy in Wiesbaden/Paris to Meyer, dated 15 June 1942. "The countervalue in the amount of ffrs. 24.5 millions will be transferred via the German-French Clearing Agreement to France. | 93 |
| 514 | | Affidavit Guenther HAUSEN. The deliveries and claims of I.G. Farben deriving from the license account with Rhone-Poulenc/Spodia and Theraplix were credited via the official German-French Clearing. | 94 |
| 443 | | Affidavit Josef SCHEITZ concerning the agreements with Rhone-Poulenc referring to the amount of the participation of BAYER and Rhone-Poulenc in Theraplix. The witness describes, citing the correspondence, the background of the 2 1/2 shares which Faure-Boulicou held in the Theraplix. The negotiations with Faure-Boulicou. | |

I n d e x
of Document Book V for V.E. M an n .

| Doc. No. | Exh. No. | C o n t e n t s | Page |
|----------|----------|---|------|
| | | were terminated through the statement by Furo-Poulenc, dated 27 April and 5 May 1942 to the fact that practically the transfer of the 2 1/2 shares was only possible upon approval of BP and I.G. Farben BAYER. I.G. BAYER agreed to this regulation although this settlement did not agree with the former agreements. The German authorities, particularly the NS-Foreign Organization (AO) were not informed of these changes, because otherwise a revocation of the contract and foreign exchange permit could have been expected. For the same reason, the 2 1/2 shares were kept in the books of I.G. BAYER as own shares | 95 |
| 647 | | Protocol about the conference BAYER/Rhone-Poulenc in Paris on 23 and 24 May 1941. Discussed was the foundation of a joint sales Organization (51 % BAYER; 49 % Rhone-Poulenc). In recognition of the fact that for the time being BAYER I.G. Farben would be the giving part, the French gentlemen declared finally their agreement with the foundation of the company "in the form desired by us". | 98 |
| 650 | | Translation of Document FI-9154 OOCWO - Law dated 18 September 1940 concerning the position of executives of a French Joint Stock Company. | 99 |

I n d e x
of Document Book V for W.R. Mann.

| Doc. No. | Exh. No. | C o n t e n t s | Page |
|----------|----------|--|------|
| 651 | | Translation of Document MI-12542 OCCWC - Law dated 16 November 1940 concerning Joint Stock Companies. | 100 |
| 601 | | Copy of the letter by Faure-Besulieu to Mann of 15 July 1941, confirming the fact that the distribution of capital in the Theraglix should be 49 % for BAYER 49 % for Rhone-Poulenc and 2 % for Faure- Besulieu and that Mann, during the discussion in Leverkusen and in the presence of Rhone- Poulenc, had declared: "Faure-Besulieu votes with us." | 103 |
| 602 | | Copy of the letter from Mann to Faure- Besulieu of 23 July 1941. Mann points to the agreement with Rhone-Poulenc and is of the opinion, "that it is fair and necessary to state in a clear and exact way towards Rhone-Poulenc, that the 2 % in question are de facto our 2 %". He is sure that the gentlemen of Rhone-Poulenc could not have understood his remark (F.B. votes with us) differently. | 104 |
| 663 | | Copy of the letter from BAYER (Dr. Gro- bol) to Genl. Paris, dated 18 August 1941. "The mentioned letter of 23 July shows our point of view quite clearly, and there is no reason to leave any misunderstandings in this question towards Messrs. Faure- Besulieu and Co." | 108. |

Document Book V M&M

Index to Document Book V
for W.S. M&M

| Doc.No. Exh.No. | Contents | Page |
|-----------------|---|------|
| 533 | Excerpts from note BAYER special department F (Schmitz) for M&M of 30 Dec.1941, concerning the statement about the trusteeship made by Herr Faure Desaulieu | 110 |
| 561 | File note of the Zeff Berlin, for BAYER Leverkusen 6 Dec 1941, concerning the demand made by the AO (organization of Germans living abroad) for a share of 51% of the Theraplix. | 111 |
| 641 | Letter Faure Desaulieu to I.G.Leverkusen of 27 April 1942 about the position of Herr Faure Desaulieu as owner of 2% of the shares of Theraplix | 112 |
| 642 | Letter Faure Desaulieu to I.G. Leverkusen of 6 May 1942. Faure Desaulieu informs them that he has sent a letter similar to that of 27 April also to Rhone-Poulenc. | 114 |
| 645 | Letter BAYER to Faure Desaulieu of 7 May 1942. Faure Desaulieu receives the amount of ffrs. 1,000,000 as advanced payment up to 6 months after terminating his activity as administrator of Theraplix. The advance payment was granted without interest as thanks for his kind cooperation during the negotiations. | 115 |
| 648 | Copy of letter Faure Desaulieu to I.G. Leverkusen of 28 July 1942. F.S. declares that he agrees with the statements contained in letter Leverkusen of 7 May 1942. | 116 |

Document Book V MASH

Index to Document Book V for W.R. Mans

| Doc.No. | Sub.No. | Contents | Page |
|---------|---------|---|------|
| 551 | | Note of Events (BAYER representative in Paris) of 3 Feb 1942 about Ministerial-Director Michel's and War Administration Councillor Dr. Kolb's attitude towards the agreement Rhone-Poulenc. The note about the invalidity of the pro-war agreements in the license agreement I was inserted on the instigation of the military administration France. | 117 |
| 553 | | Document of 8450 00000-Letter from I.G. local department Berlin of 25 Feb 1942, in which a circular decree of the Reich Board for Foreign Trade of 28 Jan 1942 about the influence of the war on agreements is published for information. | 118 |
| 557 | | Excerpts from the transcript of the session in case VI on 29 January 1948 about the interrogation of the witness Dr. Kuopper by attorney-at-law Dr. Sienke. The witness testified that the French Union of the Chemical Industry (Union de l'Industrie Chimique) informed its members in a circular letter that the international agreements were invalidated on account of the war. | 121 |
| 558 | | Affidavit Alexander Brönniger, Chief of the PATSR central department K, about the royalties paid by Rhone-Poulenc in accordance with agreement I. | 124 |
| 590 | | Affidavit Werner Schmitz about the financial result of the cooperation between Rhone-Poulenc and Bayer I.G. Farben in the years 1941 to 1944. As a list compiled by the witness shows, Rhone-Poulenc/Specia had a profit which was estimated by an expert amount to ffrs. 3,000,000. The witness states: / Therefore, Rhone-Poulenc did surely not suffer any damage as a consequence of concluding agreement I and II and the Theraplix agreement. | 125 |

Document Book V MARI

Index to Document Book V for R.V. MARI

| Doc. No. | Exh. No. | Contents | Page |
|----------|----------|--|------|
| 538 | | Copy of letter I.G. Farben to Herr Grillet (Rhône-Poulenc) of 28 March 1941 in which Professor Hoeberlein expresses his thanks about transmitting to him valuable documents and states that a way is opening up for a collaboration in the scientific, technical and economic field which he himself had always anticipated. | 126 |
| 550 | | Copy of letter Professor Hoeberlein of 4 April 1941 to Grillet, stating that I.G. Farben was gladly prepared to supply all documents so that Rhône-Poulenc, in accordance with the agreement concluded a short time ago, would be able as soon as possible to start with the production of Dolantin, Pyranidon | 127 |
| 503 | | Affidavit Dr. Reinhold Krebs, director of Leyrhusen. Bayer renounces its claim for royalties amounting to 5,000,000 frs. to be paid by Boussolle in favor of Rhône-Poulenc | 128 |
| 559 | | Letter I.G. Farben Frankfurt (Jorgwardt) to Rhône-Poulenc of 1 April 1941. During the negotiations Rhône-Poulenc expressed the desire to cooperate in the field of synthetic materials and synthetic rubber. I.G. stated that it would be prepared to discuss the matter. | 130 |
| 581 | | Copy of letter MARI to Rhône-Poulenc of 17 April 1941. MARI has arranged that connection were established between MARI and the competent department of the I.G. in order to negotiate on the desired cooperation in the field of synthetic rubber. | 131 |

Document Book V M&M

Index to Document Book V for S.W. M&M

| Doc.No. Exh.No. | Contents | Page |
|-----------------|--|------|
| 579 | Letter Rhone-Poulenc to M&M of 31 May 1941 and to Sales Combino Chemicals of 31 May 1941 about the desired cooperation in various fields. | 132 |
| 589 | Letter (copy) BAYER to Rhone-Poulenc of 26 January 1942 BAYER I.G. Farben renounces its claims on the payment of royalties for the period from 3 September 1939 (begin of war) until the day the new agreements became valid 30 December 1940. | 134 |
| 570 | Copy of letter BAYER to EP of 26 Jan 1942. BAYER on the basis of the agreement of 11 Nov 1941 desists from the future sale of the pharmaceutical chemical specialities in France, the colonies and mandate territories for a payment of ffcs. 1,000,000. | 135 |
| 603 | Copy of letter Professor Eerleijn to director Do of 25 June 1942. Professor Eerleijn renders assistance on account of Daxman in Holland. | 136 |
| 600 | Copy of letter Professor Eerleijn to director Do of 1 May 1942. Professor Eerleijn supported EP, during a discussion with Dehydax and Schering. | 137 |
| 572 | Letter M&M (copy) to Rhone-Poulenc of 4 June 1942. M&M informs them that he has fulfilled his promise of withdrawing the pharmaceutical chemical specialities from the French market. | 138 |

Document Book V M&M

Index to Document Book V for E.V. M&M

| Doc.No. Ser.No. | Contents | Page |
|-----------------|---|------|
| 585 | 2 letters Prof. Koorlein to Herr B ^o of 25 June 1942. Prof. Koorlein renders aid to Rhone-Poulenc in patent matters. | 139 |
| 578 | Information sent by Rhone-Poulenc (18) to I.G. Farben of 30 June 1942 about starting to produce Dolantin under favorable conditions. | 142 |
| 596 | Letter Grillet (Rhone-Poulenc) to M&M of 29 Jan 1941 | 143 |
| 555 | Letter Soy ^t (Brock/Wrants) to S&M, Ley rhusen of 4 March 1941. Herr Grillet and Herr B ^o told Dr. Kolb (military administration France that they were highly satisfied with their visit in Leverkusen, the reception they had received and the negotiations. | 144 |
| 587 | Letter M&M to President Jaure Bouillon of 25 March 1941. "I was very pleased that the reception of the gentlemen from Rhone-Poulenc in Leverkusen was accepted in the manner in which we wanted to conduct the discussion, a fact, which has already been expressed in a very kind letter written by Herr Guisson and addressed to me." | 145 |
| 591 | Letter M&M to Jaure Bouillon of 14 July 1941. (Copy). "I am pleased that all (gentlemen from Rhone-Poulenc) were also satisfied with the result of our discussions. | 147 |

Document Book V MANS

Index to Document Book V for V. R. MANS

| Doc.No. | Date | Contents | Page |
|---------|------|---|------|
| 594 | | Letter Herr Jo of Rhone-Poulenc to MANS of 5 January 1943. This is a congratulation message on the occasion of the new year, furthermore the reply letter of MANS to director Jo of 13 January 1943. | 148 |
| 596 | | Letter of the director-general Grillet of Rhone-Poulenc to MANS of 9 Jan 1943. This is a very kind congratulation message on the occasion of the new year. Grillet writes: "I hope we will meet during the next months, as we did several times during the past year, in order to exchange our opinions and informations". Further reply letter MANS to Grillet of 13 Jan 1943 | 150 |
| 377 | | Letter director-general Grillet of Rhone-Poulenc to MANS of 28 September 1943. In this letter Grillet writes as follows: "We anticipate with pleasure an opportunity to discuss with you the various problems of common interest to our firms and we remain, esteemed Consul-General, yours most respectfully". | 152 |

Document Book V MAAR

Index to Document Book V for V.B. MAAR

| Doc.No. | Exh.No. | Contents | Page |
|---------|---------|--|------|
| 405 | | Affidavit Patric Lemoth, last position office chief of the I.G., with excerpts of the transcript of the 139th session of the I.G. on 28 October 1942. I.G. Ferbon, grants Rhone-Poulenc on the letters request licenses on various patents. | 153 |
| 509 | | Affidavit director Selmut Bergwardt, concerning a note on a conference with the Herren So and Clauson of Rhone-Poulenc on 5 July 1941 in Frankfurt/a/M. "The gentlemen stated that the reason for their visit was to establish in time just as friendly a cooperation in the field of synthetic materials than that established just now in the pharma field. | 154 |
| 516 | | affidavit director Selmut Bergwardt about the visit of the Herren So and Clauson of Rhone-Poulenc on 5 July 1941. The visit of the Herren So and Clauson was made in their own initiative and was completely voluntary basis. They referred to the fact "that with the pharmaceutical department of the I.G. a friendly cooperation had already been achieved." | 157 |
| 419 | | affidavit Fritz Brock, former representative of Bayer in Paris and since 1942 member of the Comité consultatif of the Theraplix. The witness participated in the negotiations concerning the common sales combine Bayer-Rhone-Poulenc. Rhone-Poulenc had stated that it would agree to a distribution of shares of 51% "Bayer" and 49% "Rhone-Poulenc". EP. acknowledged that Bayer would bring in greater value as far as the assetment was concerned. During the negotiations the expression "smaller evil" was not uttered by the representatives of EP. The witness testified also in connection with the 3% shares of Faure-Bocaulieu in the Theraplix. All employees of Theraplix were French. Brock was the only German. EP. made no complaints about the business management of Theraplix and unfair behaviour of Bayer. | 158 |

Document Book V MANN

Index to Document Book V for W.E. MANN

| Doc.No. | Exh.No. | Contents | Page |
|---------|---------|--|------|
| 533 | | Letter Fauro-Bouillon to MANN of 28 February 1941. F.B. expresses his thanks about the very kind reception in Lovanium, at the same time he thanked also in the name of his fellow countryman. He is in favor of the development of a good cooperation. | 161 |
| 534 | | Letter President Guisson of Rhone-Poulenc to Mann of 28 February 1941. Guisson expresses his thanks for the kind reception of his coworkers in Cologne, especially under the present conditions. He expresses his desire that the work of cooperation which had been started would be continued and that both countries would benefit from it. | 162 |

DOFF ET AL. V

(Phone-Poulenc)

For

Vilhelm Ruoff, amn

I hereby certify, that all the documents
contained in this document book are a
true and correct copy of the documents submitted
to the Court.

Muenberg, 12 Oct 1944

Dr. Erich Berndt
Defense Counsel

President

Bernhard Faure-Besmilieu

37, Avenue Victor Emmanuel III,

Paris (Se)

Dear Mr. Faure-Besmilieu

I acknowledge receipt of your letter of 24 December 1960, addressed to Generalkonsul Mann, who is at present on vacation and will be so for some time yet. Owing to his absence I immediately forwarded your letter to him which he just now has returned to me.

We are very much pleased with the progress of the negotiations, since we may take from your letter that they soon will be concluded.

Licence Agreement.

The two points at issue in our opinion ^{do} not represent serious obstacles. However, for reasons of eventual developments, we must first await your advised letter from Rhone-Poulenc which, no doubt, is already en route.

Agreement on Collaboration.

We are pleased to note that the firm of Rhone-Poulenc is interested in a harmonious collaboration the same as we are and that the leading officials of the firm of Rhone-Poulenc have accepted our invitation for a meeting in Cologne or Leverkusen. As to the date of the meeting, Herr Mann would appreciate it very much if you could suggest to these gentlemen to agree on 21 or 23 January for this conference in Cologne or Leverkusen.

You will understand that the time at our disposal nowadays is very much limited and the gentlemen taking part in this conference on our side are available jointly only on the days mentioned. The week after 24 January is out of question and the time following it will be taken up until the middle of February.

I hope your efforts to get the leading officials of Rhone-Poulenc to agree on this point will be successful.

Dear Herr Faure-Besaulieu I reiterate my thanks to you for your repeated efforts and I am looking forward to your answer.

Sincerely yours

(signed) Dr. Grobel.

Societe des Usines Chimiques
RHONE-POULENC
Societe Anonyme au Capital de 200 mill. de Francs

13 - 58

Administration
No 233

Paris, 13 January 1941
21 Rue Jean Goujon

Initial: "R"
various illegible initials

Dear Sirs:

Monsieur Fevre-Besaulieu was kind enough to forward our first answer to your letter of 18 December. He informed us on 5 January that the contract would be returned to us in the next few days and that you had suggested 21 or 24 January for a meeting for which you would kindly invite us to come to Cologne. Monsieur Fevre had left at once for Lyon to inform Monsieur Grillet about it and will return to Paris after this short trip.

To begin with we would express our thanks for the invitation extended to us and our special appreciation of the text of your letter of 18 December. We also appreciate particularly the proposal concerning collaboration in economic and technical matters, made by you on page 4 of one of the letters and which very much agrees with our own wishes in that direction. A mutual interest in the results of the research work conducted by our two companies appears to us to be particularly capable of creating a favorable atmosphere for the above-mentioned collaboration and we are paying our closest attention to those considerations. At present we are engaged in finding the form and method to implement our plans, since we must bear in mind the legal requirements.

We are sorry we have to inform you that Monsieur Grillet had an automobile accident lately which, although not too serious, nevertheless affected his health. We would therefore, in view of the bad weather prevailing at present, prefer not to ask him to put himself to the inconveniences of a trip to Cologne, and this in spite of the facilities you so kindly have put at our disposal.

We would ask you, therefore, to postpone the date for our conference for some time and have also informed Monsieur Faure-Bocallieu accordingly. You have stated that your engagements would not permit you to take this trip before the middle of February and we think that the difficulties mentioned will be straightened out by that time. In the meantime we shall avail ourselves of this respite to study the proposed project in all its details.

Very sincerely

Societe des Usines Chimiques RHONE-POULENC

(signed) Signature

DOCUMENT MAMN No 550

Exhibit No

Copy sent to: -"Soni", Paris

21 January 1941

To the
Directors of the Firms of
Rhona-Poulenc and Specie,
21, Rue Jean Goujon,
Paris, (So)

We thank you very much for your kind letter of the
13th of this month.

We are pleased to take from your reply concerning our
proposed collaboration that you concur with the views expressed
by us. We hope that this mutual readiness to cooperate will
result in a satisfactory agreement at our meeting in Cologne
and in a profitable collaboration in the future.

As to the date of your trip to Cologne we are, of course,
quite ready to agree to a postponement in view of the circumstances
described by you. We therefore suggest the week of 24 February
to 1 March for a tentative date for the meeting and would ask
you to let us have your opinion through the usual channels.

Respectfully,

"BAYER"

(signed) W.R. Meun

(signed) Dr. Bruggemann.

Handwritten mark

Excerpt from

Transcript

concerning the 39th Meeting of ^{the} Commercial Committee held in
Berlin NF 7, Unter den Linden 78, on Tuesday, 4 February 1941
at 9.30 AM

Present:

| | |
|------------------|-----------|
| Gehelrat Schmitz | |
| von Schnitzler | Chairman |
| Anderhub | |
| Doncker | |
| Frank-Fehle | |
| Gajewski | temporary |
| Haeffliger | |
| Panser | |
| von Helder | |
| v.A. Heyde | temporary |
| Jigner | |
| von Krieger | temporary |
| Krueger | |
| Kuopper | |
| Kugler | |
| Mann | |
| ter Meer | temporary |
| Mueller | |
| Oster | |
| Otto | |
| Terhaar | |
| Waibel | |
| Weber-Andreas | |
| Weiss | |

.....

8) France

Herr Mann informed the Commercial Committee concerning the conclusion of the negotiations conducted with Rhone-Poulenc and concerning the proposed agreement on the mutual exploitation of new products.

Berlin, 8 February 1941

FF/Be.

39/40

(signed) von Schnitzler

(signed) Frank-Fehle

Transcript

Concerning the 24th Vorstand Meeting, held in Berlin, No 7,
Unter den Linden 78, on 5 February 1941 at 15.20 hours.

The Vorstand members were all present.

Before entering on the agenda, Goh-irat Scheitz, in recognition of his services to our firm, paid tribute to the memory of the late Vorstand member, Carl Rosach, who had recently died in Basel.

After reading and approving the minutes of the 23rd Vorstand meeting of 12 December 1940 the agenda will be attended to in the following sequence:

1) Technical Committee

.....
The negotiations conducted by the Pharma-Sparte with Rhone-Poulenc have come to a conclusion. Representatives of Rhone-Poulenc are expected to arrive in Leverkusen already this month in order to open up discussions for an agreement on joint exploitation of new products.

Tentative Dates of Meetings.

The days of March 18 to 20, 1941, have been tentatively set as the dates of the next meeting intended to be held in Ludwigshafen, namely:

18 March Commercial Committee
19 March Technical Committee, Central Committee
20 March Vorstand Meeting

(signed) W. Scheitz

(signed) Dr. Braessmann.

Leverkusen-I.G. plant, 7 February 41

To President
E. Feuro-Besulieu
37, Av. Victor-Emanuel III
Paris (Se)

Dear Herr Feuro-Besulieu!

Your three letters of 18, 25 and 28 January of this year have been received.

The Paris S.A. Matter

that
Now, I have received your letter of 31 January via our delegate in Paris, I shall revert to it in a few days in a separate letter.

The Rhone-Poulenc Matter.

I am returning to you, enclosed, a copy of page 1 of the French text of the contract which you had sent to me, initialed by Dr. Bruc Remann and me, together with a letter to the Rhone-Poulenc and Specie. Kindly forward this letter to the heads of the Rhone-Poulenc in order to complete the French copy which is in the hands of this company. As to the request of the Rhone-Poulenc, submitted to us in your letter of 18 January, for a separate letter for the purpose of establishing reciprocity between Bayer and Rhone-Poulenc pursuant to page 4, paragraph 6 of the French text, we would rather not anticipate the coming harmonious discussions. It is also the opinion of Rhone-Poulenc that these discussions between Rhone-Poulenc and us in Leverkusen will result in strengthening our mutual relations on the field of science and on other fields. It follows that the wish of Rhone-Poulenc will be carried out automatically and in a harmonious manner.

I am most pleased to note from your communication that the gentlemen from Rhone-Poulenc have agreed to my proposed date for your visit to Leverkusen or Cologne. We shall, of course, take Monsieur Grillet's wish for a daylight trip into consideration. The train mentioned by you in the post script of your letter, leaving Paris at 8 AM and arriving in Cologne at 20.48 hours, is no doubt the most suitable to make this trip.

For the return trip we would suggest the train leaving
Cologne around 10 AM and arriving in Paris at 22.00 hours..

We are looking forward to see you and the 3 gentlemen
from Rhone-Poulenc in Cologne on the evening of Monday, the
24th, accompanied by Herr Brock and Herr Krantz. Rooms for all
the participants will be reserved in the Domhotel. Tuesday and
Wednesday (25 and 26 of this month) will leave us plenty of time
for the scheduled discussions, making it possible for you to
start on the return trip on Thursday the 27th. I hope that the
proposed subjects of the discussion will prove profitable to
both parties and that the outcome will be most favorable.

I am, dear Monsieur Faure-Boulicou, looking forward
to our meeting and remain

Sincerely yours

(signed) J.R. Mann

Societe des Usines Chimiques Rhone-Poulenc

Paris, 17 February 1941
21, Rue Jean Goujon (VIIIe)

Administration

15/5.
No. 287

I.G. Farbenindustrie Aktiengesellschaft

Leverkusen

We take great pleasure to inform you that we have obtained the consent of the French authorities to the contract which we have signed last month, the above-mentioned authorities have, however, commented upon Article 6 in the manner reported by us in the following:

"Rhone-Poulenc and Specie agree not to place any pharmaceutical products or speciality on the market which are identical or similar to those placed on the market by "Bayer". In this respect you have limited this restriction to the original products invented by "Bayer" and thus qualified the expression "similar products". I am of the opinion that it would be appropriate — for reasons of reciprocity — to obtain the concession to extend this restriction of competition, so desirable in itself, so as to include the original products invented in your laboratories."

This question may be treated at the same time the scheduled discussions on Articles 6 and 7 are to take place, as suggested in your letter of 9/1/41.

In consequence of the above concession we consider the contract to be in effect of 1 January 1941 and would ask you — in order to be able to comply with its terms — to let us know the prices and sales conditions for the products mentioned therein and applied by you in export sales.

At the same time we make use of this opportunity to submit to you our well considered opinion concerning the new plan for collaboration.

Now doubt you remember that in the discussions of 29 November Herr Grillet had expressed the wish that our collaboration be extended beyond the pharmaceutical products to other fields. This proposal may be specified as follows:

- 1) to include insecticides
- 2) to include synthetic resins and plastics,
- 3) to include synthetic rubber.

We inform you now of our desire for an extension in order to allow you to arrive at a decision ahead of our meeting in Cologne and to permit, as the case may be, qualified representatives of other interested branches to take part in the discussion.

As to the manner of the mutual participation, proposed by you along side of the collaboration in scientific and technical matters and as to the resulting indemnifications, we are of the opinion that a mutual participation by both companies in the general proceeds from the exploitation would be the best solution, in as much as this would have for both sides the character of "general indemnifications" which precede "special indemnifications". In this manner remittances of money from one country to another would be subject to only slight taxation, since taxes are calculated on the difference only.

As to the indemnifications for new products, we have taken notice of your desire to have them calculated on the basis of the sales prices, the same as in the present contract. This indeed is the simplest method, but in order to avoid inequitable results, provisions would have to be made that the percentage on the sales price should not exceed a certain percentage of the profits. In our opinion it would be appropriate to reduce the indemnification percentage in due time.

On the other hand a clause establishing exclusive rights in favor of the licensee should be inserted in the exploitation licence, at least against third parties, and if the company issuing a licence intends to sell part of its products in the country for which it has given a licence then it would become necessary to fix this part beforehand and only for a limited amount.

In conclusion it will be necessary to differentiate between absolutely new products on the one hand, to be exploited by the licensee only within his territory, and the products exploited jointly where the exchange of experience on the technical process could lie in the interest of both parties but would not necessarily limit their export possibilities.

Finally whenever a patent on a product expires, the export limitations should be suspended accordingly and the indemnification payments should cease or at least be considerably lowered until their final suspension.

Document Mann No. 668

Exhibit No.....

We submit these few items already now to your consideration and would ask you to consider the foregoing statements as an expression of the interest with which we look forward to a conclusion of the proposed discussions.

Very sincerely yours

Societe des Usines Chimiques
Rheno-Poulenc

By order of the Generaldirector

(signed) M. Bo

Licence Agreement "Bayer" / Rhone-Poulenc

of 31 December 1940

Discussions held in Leverkusen on 25 February 1941

Present:

| | | |
|---------|---|----------------|
| Grillet |) | Rhone-Poulenc |
| Bo |) | Specin, Paris, |
| Barral |) | |

Pauro-Boulicou, Paris

| | | |
|---------------------------|---|------------|
| Generalkonzeil V. H. Mann |) | |
| Prof. Moorlein |) | |
| Bruckmann |) | Bayer |
| Orbel |) | Leverkusen |
| Schmitz |) | |
| Erack |) | |
| Krantz |) | |

The question left open in the contract signed by the parties and approved by their respective governments have been settled as follows:

Reciprocity

As to this question, dealt with in paragraph 6 of the contract, we may state that in compliance to the request of the firm of Rhone-Poulenc, "Bayer" is ready to adhere to the principles of reciprocity also for the future. The directors of the firm of Rhone-Poulenc are authorized to inform the French authorities of this decision of the "Bayer" firm.

A change of the articles of agreement is not considered necessary as this reciprocity will be the subject of a new agreement.

.....

Aspirin Sales

"Bayer" has already stopped the sale of Aspirin in France. Customers in France will not be specially notified of the termination. The small quantity of 70 kg left in Syria may be disposed of. There are neither stocks nor orders left for Aspirin in the other territories covered by the licence agreement.

Representative

As the representative mentioned in Article 9 of the licence agreement, "Bayer" proposes Monsieur Fauro-Besallieu, which proposal is accepted by the officials of Rhone-Poulenc .

Article 10 of the Licence Agreement.

This article is to be defined as to permit delivery to third parties of any licenced products sold in their substance for the manufacture of pharmaceutical specialities, but that there can be no question of surrendering the manufacturing process of licenced products to third parties.

In case, after the reappearance of Estaxin on the French market, Rhone-Poulenc is approached by Hoffmann-Le Roche on account of the Vitamin B1-licence agreement, signed between the two firms for France. Rhone-Poulenc is requested to notify "Bayer", as negotiations are also being conducted between "Bayer" and Hoffmann-Le Roche in this field.

Price Adjustment.

Price adjustment in accordance with the license agreement will be started with very soon to the extent that there is scope for increased prices for the Rhone-Poulenc/Specia products in the various countries. Rhone-Poulenc and Specia will receive from Leverkusen the data already prepared, and it is planned that after the material has been gone through by the competent gentlemen of Rhone-Poulenc and Specia, a first meeting for the settlement of this question will take place in Paris in a short time.

(signed) W. F. Mann

(signed) Dr. Grobel

Leverkusen, 26 February 1941.

Sch./Sch.

- 3 1 3 -

M i n u t e s

of the 40th meeting of the Commercial Committee at Berlin N° 7, Unter Linden 78, on Tuesday, 18 March 1941, 0930 hrs.

Present:

Geheimrat Schmitz

von Schmitzler Chairman
Bergwardt
Dencker
Frank-Fahle
Haefliger
Kasser
von Meider
Illger
Trueger
Kuepper
Kugler
Kann
Kuehler
Oster
Otto
Terheer
Waber-Andreas
Weiss.

.....

9) FRANCE

Dr. Kugler reports that the negotiations carried on with the French dyestuff industry on the basis of a free economy, as the result of which a report was made at the meeting of 4 February 1941, have meanwhile been given the approval of the French governmental authorities concerned.

Herr Kann reports that the first license agreement concluded with Rhone-Poulenc has become effective. A further license agreement is under preparation, it will have as its subject the mutual licensing of new products of the contracting parties for their home markets.

This second license agreement will, in view of the international affiliations of Rhone-Poulenc, probably have very beneficial effects.

In the course of the negotiations, Rhone-Poulenc also broached the question of collaboration in the plastics, resins and Buna fields. Herr Borgwardt referred in this connection to his discussions with other French organizations. In agreement with Herr Mann, Herr Weber-Andreass will take it upon himself to answer this inquiry of Rhone-Poulenc's.

.....

S R E

Société des Usines Chimiques
RHONS-POULENC

Paris, 17 April 1941

31, Rue Jean Goujon
13/55
Administration
No. 616

TO:

I.G. Farbenindustrie A.G.
Leverkusen near Cologne

Sirs:

We have received your letter dated 28 March concerning "the new products", which letter well reproduces, in its spirit, the conversations which our representatives had with you at Leverkusen.

We are, thus, agreed upon accepting its terms, subject to the approval of our government for which we have asked.

It appears, moreover, desirable to us to clarify certain points with a view to avoiding any subsequent errors of interpretation.

1) Licensing fee.

We understand that the fee is computed the way it is indicated in article 5 of Agreement No. 1, i.e., that it is based on the invoiced value, subject to the money being received and after deduction of discounts, postage, freight, customs, dues and sales taxes. That is how we interpret the expression "gross sales" (Brutto-Umsatz) which you mention in page 2, paragraph 2.

2) Pioneering products.

We agree with your formulation, which sums up the Leverkusen conversations on this point. In the course of the conversations certain products have been mentioned by way of examples, and we have expressed our approval on the way the principles proclaimed should be applied to them.

The novelty and importance of a therapeutical indication being, however, sometimes liable of containing elements subject to controversy, in such cases the decision to intervene will evidently have to be inspired on both our parts by a spirit of understanding and good harmony, which must necessarily prevail in agreements such as ours.

Yours very sincerely

Société des Usines Chimiques
RHONS-POULENC
By delegation
(signed) So.

NEUE PRODUKTE

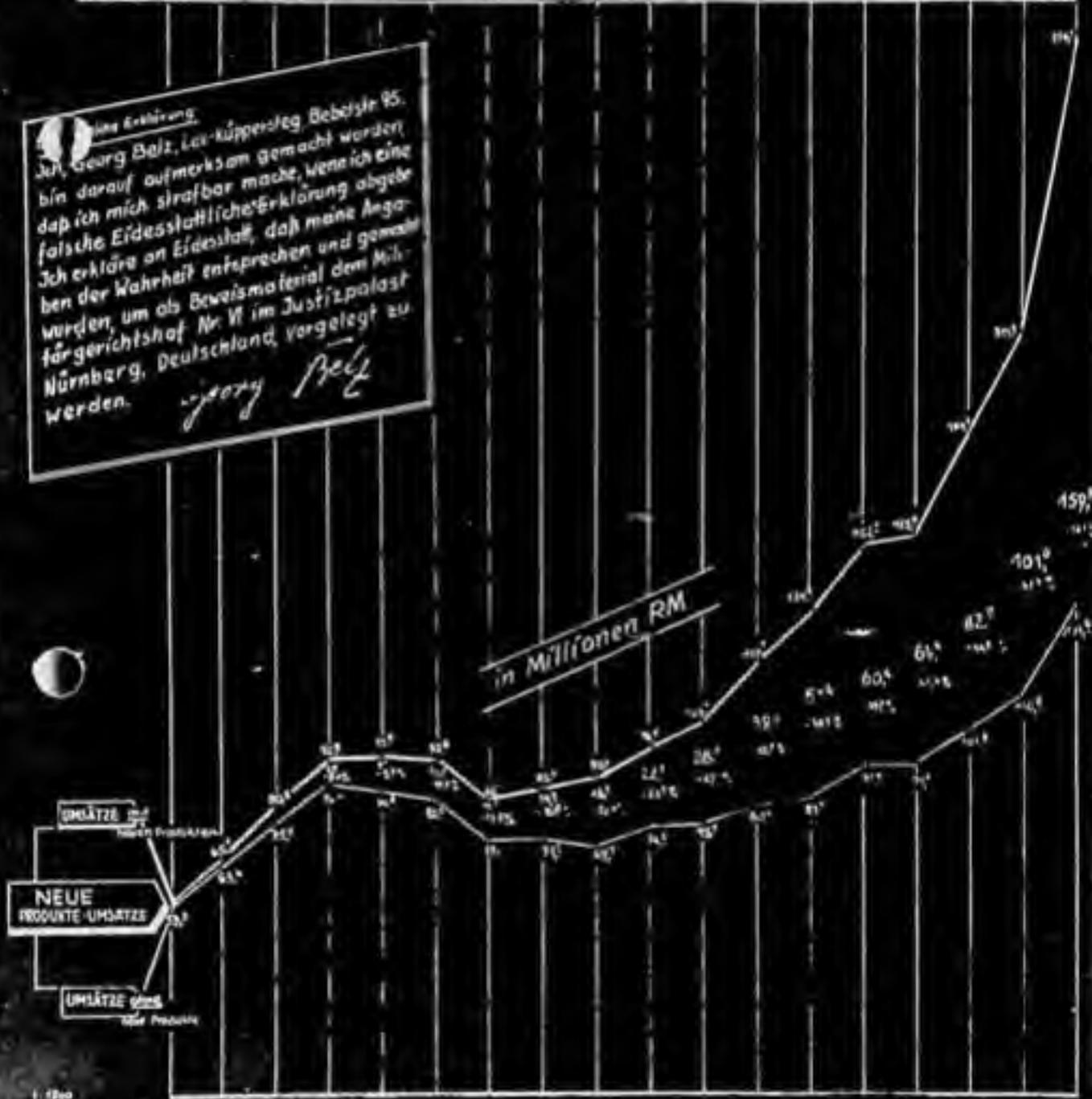
ab 1926
0:0:1 X

pharm. Spezialitäten pharm. Chemikalien,
Dental, Sera, Pflanzenschutz

M. A. G.

Jahre 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43

Seine Erklärung
 Ich, Georg Beltz, Lev-Küppersteg, Babelsberg 95,
 bin darauf aufmerksam gemacht worden,
 daß ich mich strafbar mache, wenn ich eine
 falsche Eidesstattliche Erklärung abgebe.
 Ich erkläre an Eidesstatt, daß meine Ange-
 ben der Wahrheit entsprechen und gemacht
 wurden, um als Beweismaterial dem Miß-
 fälligerichtshof Nr. VI im Justizpalast
 Nürnberg, Deutschland, vorgelegt zu
 werden.
Georg Beltz



Urk. Rolle Nr. 80, 1948

Die vorstehende, von mir anerkannte eigenhändige Unterschrift des Georg Beltz, Lev-Küppersteg, Babelsberg 95, ist von mir, Assessor Dr. Max Heinrich, Lehrkammer-Schlichter, am 15. 1. 1948 hier selbst geleistet, was hiermit beglaubigt und von mir bezeugt wird.

Dr. Max Heinrich
 Assessor

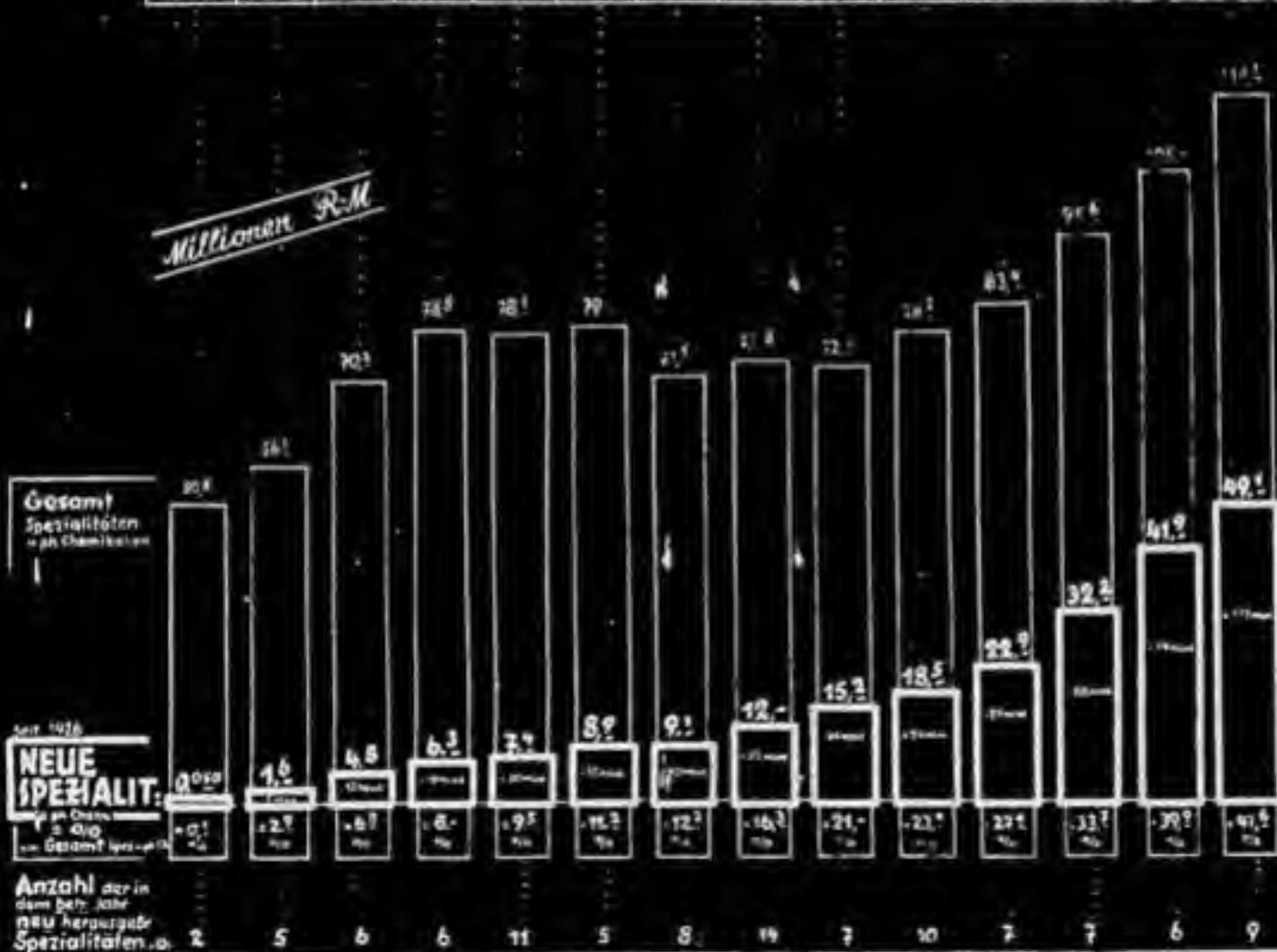
Umsätze der ab 1926 herausgegebenen

Dokument Nr. **0615 X**
 Erheb. 17. April 1939

NEUEN pharmazeutischen SPEZIALITÄTEN

mit ihrem Anteil am Welt-Umsatz der Gesamt-Spezialitäten

1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939



ZUSAMMENSTELLUNG

| Jahr | Neue Spezialitäten | Umsatz |
|-----------|--------------------|---------------|
| 1926 | 2 | 50.769,- |
| 1927 | 5 | 638.250,- |
| 1928 | 6 | 782.560,- |
| 1929 | 6 | 1.208.942,- |
| 1930 | 11 | 2.442.866,- |
| 1931 | 5 | 2.851.474,- |
| 1932 | 8 | 3.086.302,- |
| 1933 | 14 | 12.033.851,- |
| 1934 | 7 | 15.183.773,- |
| 1935 | 10 | 28.659.972,- |
| 1936 | 7 | 22.866.862,- |
| 1937 | 7 | 32.188.333,- |
| 1938 | 6 | 41.919.518,- |
| 1939 | 9 | 49.068.998,- |
| 14 Jahren | 103 | 219.880.309,- |

Ad Document Barn No. 515

I, Georg Belz, Leverkusen-Kuepperstrag, Bebelstr. 95, have been cautioned that by making a false affidavit I render myself liable to punishment.

I declare in lieu of oath that the chart

"Turnover of the new pharmaceutical specialties and pharmaceutical chemicals put on the market since 1925 with their proportionate share of the world turnover of all specialties and pharmaceutical chemicals."

is based on the documents of the "BASF" Leverkusen firm, that the statements made therein are true and were made in order to be submitted as evidence to the Military Tribunal NO. VI, at the Palace of Justice at Nuremberg, Germany.

(signed) Georg Belz.

Doc. Toll No. 365/1948

I hereby certify the signature, affixed before me in his own handwriting, of Herr Georg Belz, Leverkusen-Kuepperstrag, Bebelstr. 95,

Opladen, 9 March 1938.

(L.S.)

The Permanent Substitute of the Notary Public
Max Weckmann,
(signed) Dr. Heinrichs
(Dr. Heinrichs)
Assessor

A F F I D A V I T .

I, the undersigned, Anton K a r t e n s , M.D., born at Trefeld on 12 January 1896, residing at Leverkusen-Schlelusch I, Kalkstrasse 222, hereby voluntarily and without coercion make the following affidavit in the knowledge that by making a false affidavit I render myself liable to punishment. This affidavit is to be submitted in evidence at the trial against BRAUER et al. before the Military Tribunal No. V., at Nuremberg!

The production groups or products listed below have been developed in the pharmaceutical laboratories of the I.G. Farbenindustrie Aktiengesellschaft and/or have been put on the market by the Sales Combine "Meyer":

- 1) Aspirines.
Anodynes, febrifuges, and antirheumatic:
Aspirin
Aspiphenin
Cafespin
- 2) Salvarsans (human and veterinary).
Syphilia in all its stages, framboesia, relapsing fever, malaria and pulmonary pest:
Nyoosalvarsan
Nocoosalvarsan
Nocoilvarsalvarsan
Salvarsan-Sodium
Solu-Salvarsan
- 3) Malaria preparations,
for therapeutical and prophylactical use against all types of malaria, including malaria tropica
Atobrin
Atope (Atobrin plus Plasmochin)
Plasmochin
Chinoplasmin
Certana
Solution of Quinine
- 4) Sulfonamides.
Chemotherapeutical preparations for use in cases of feverish diseases caused by streptococci, as well as against infections caused by staphylococci, and colitis, as well as against Erysipelas, septic angina, infectious arthritis and gonococci, pneumococci, and meningococci infections.

Prontosil
Eledron
Karfamil
Karfamil-Prontalbin
Sulfapyridin
Uliron, Neo-Uliron
Tibatin
Prontalbin
Debanal.

5) Vitamines.

Organical combinations that must be fed into the body from outside, constantly and in minute quantities, in order to make possible the maintenance or increase of the cellular substance and to secure normal functioning of the organs. Only then can such substances be called vitamins if, under appropriate conditions, they are already effective in quantities whose smallness precludes their use as caloric supply and as a direct building material for the cellular substance, and if the cells themselves are not able to synthesize them in their entirety by themselves:

Betaxin
(vitamine B 1 - preparation)
Vigantol (vitamine D3 - preparation)
Centan (vitamine C - preparation)
Priovit (vitamine B 1, B 2, C plus factor P)
Vegan (vitamine A - preparation)
Citvin (factor P - preparation)
Lactoflevin (vitamine B 2 - preparation)
Ereton (vitamine E - preparation)
Sexodal (vitamine K - preparation)
Nicotinic acid amide "Bayer"
Trivitan (vitamine B 3 - preparation)
Detavit (vitamine A plus D - preparation)
Vigantol - cod liver oil
Nicolac (nicotinic acid amide plus Lactoflevin)

6) Hormones (with the exclusion of insulin and suprarenine)

By hormones we understand such organic compounds as must, constantly and in minutest quantities, be formed in the body to make possible the normal activities of the organs as well as the harmonious interplay of the various specific organ functions. The healthy human or animal body is, thus, fitted to synthesize the hormones, whereas,

according to present-day knowledge, synthesis of vitamins can only be done in the plant:

Cyren (preparation with follicular hormone effect)
Eugon (male sexual hormone)
Unden (female sexual hormone)
Elityron (Thyroid gland hormone)
Cortasil (suprarenal hormone synth.)
lutren (yellow body hormone)
Hypophysin (posterior pituitary gland hormone)
Prolan (posterior pit. gland hormone, from the urine of pregnant women)
Orasthin (post. pit. gland horm. from part acting on uterus)
Torephin (post. pit. gland horm. from part acting on blood pressure)
Preloban (post pit. gland hormone from the gland)
Iliren (suprarenal gland hormone from the gland)
A.T. 10 (anti-tetanus preparation).

7) Analgetics - Spasmolytics.
Drugs for alleviating pain - drugs for loosening cramps)

Combral (analgetic)
Aspasan (asthma drug)
Dolantin (analgetic and spasmolytic)
Gordan (influenza drug)
Migraenin (analgetic, antineuralgic)
Jovalgin (analgetic)
Novelgin-Chinin (influenza drug)
Hexophan (anti-rheumatic, antiarthritic)
Phenacetin (antipyretic, analgetic)
Pyramidon (antipyretic, analgetic)
Trigemin (analgetic)
Maldurin (antirheumatic, antineuralgic)

8) Soporifics and Sedatives.
Drugs for fighting sleeplessness and general sedatives

Abasin (day-sedative)
Idalin (soporific)
Evipen (soporific)
Luminal (antiepileptic)
Phanodorm (soporific)
Proxinal (antiepileptic)
Veronal (soporific)
Sulfonal (soporific)

9) Narcotics and anesthetics.

Drugs for anesthetizing before surgical operations, pre-operative drugs and local anesthetics:

Avertin (rectal anesthetic)
Evipan-Sodium (i.v. narcotic)
Salaesthin (deep narcotic)
Impletol (curative anesthetic)
Novocain (local anesthetic)
Pantocain (surface anesthetic)
Tutocain (local anesthetic)
Anesthesin (anesthetic)
Mosuprin (Novocain plus Suprarenin)

10) Insulins

Incret of the Langerhans islets of the pancreas in isotonic solution against diabetes, as well as for fattening cures and for cases of serious liver trouble:

(Old)-Insulin
Depot-Insulin
Native-Insulin

11) Metabolism Drugs

Endojodin (iodiferous anti-sclerotic drug)
Maxaton (preparation with cauphor effect)
Jocaprol (cardiac and analeptic drug)
Lecarnol (drug against engine pectoris)
Fachtin (drug against blood circulation trouble)
Periston (blood serum substitute)
Racedrin (circulation tonic)
Ephrin (combination of Racedrin and Suprarenin)
Suprarenin (hormone of the suprarenine marrow)
Sajodin (anti-arteriosclerotic drug)
Salyrgan (diuretic, in cases of insufficiency of the heart)
Suprifon (circulation tonic and cardiac drug)
Theocin (diuretic)
Theominal (anti-arteriosclerotic)

12) Drugs against Stomach, Intestine and Gall Trouble.

Acidol-Pepsin (in cases of faulty stomachal secretion)
Eldoforn (antidiarrhoic)
Esmodil (faulty intestinal functioning)
Festal (Digestive fermentation preparation)
Hydronal (in cases of hyperacidity of the stomach)
Iatizin (aperient)
Oraxin (against lack of appetite)
Tennigen (antidiarrhoic)

13) General Chemotherapeutics (with the exclusion of Sulfonamides, Malaria Drugs and Salvagens.

Acranil (against lamblasis)
Bedermin (medicine against worms)
Butolan (medicine against worms)
Cesbis (bismuth preparation)
Catilan (Scabies drug)
Devegan (fluorine preparation)
Ebesal (copper preparation)
Fuadin (antimony preparation)
Germanin (sleeping sickness)
Lopion (Gold preparation)
Lubisea (worm medicine)
Mitigal (scabies medicine)
Rivanol (chemotherapeutical, penetrating and surface antiseptic drug)
Rivanoletten (amoebian dysentery)
Selustibosen (antimony preparation)
Spirocid (antisyphilitic)
Surfen (chemotherapeutical surface and penetrating antiseptic)
Trypflavin (antiseptic, for treatment of wounds and for internal use)
Seretin (worm medicine)

14. Diverse Preparations.

Abrodil (X-ray contrasting agent)
Albergin (argentiferous antigonorrhoeic)
Bioferrin (tonic)
Campolon (Liver extract preparation)
Cignolin (against various skin diseases)
Coffeminal (migraine drug)
Dermatol (antiseptic for the treatment of wounds)
Eumydrin (preparation with atropine effect)
Genargin (argentiferous antigonorrhoeic)
Grevitol (styptic, against uterine bleedings)
Kartosol (desinfectant)
Helmitol (urethral desinfectant)
Immetol (X-ray contrasting agent),
Jothion (in the place of tincture of iodine)
Kresival (expectorant)
Nanetol (styptic)
Optarson (roburent)
Panflavin (mouth desinfectant)
Pardison (acting upon exophthalmic goiter)
Paretten (preparation against blenorhoe of the eyes)
Pellidel (promoting the formation of epithelium)
Par-Abrodil (X-ray contrasting agent)
Protargol (argentiferous antigonorrhoeic)
Reynaa (mouth desinfectant)
Salol (bladder antiseptic)

Sidon (sugar substitute for diabetics)
Solareson (roburant)
Spirosal (antirheumatic)

Tenosin (atarinum)
Tonophosphan (roburant)
Torentil (preparation from the mucous membranes of the
intestines against allergic diseases)
Tumenol-Ammonium (against infectious skin diseases)
Varon (in childbirth)
Zephirol (desinfektant)
Yatran (surface and penetrating antiseptic agent)

15) Dental products:

Arantil (toothache)
Carpale-preparations (for anaesthetizing)
Contralgin (surface anaesthetizing)
Desinfex (desinfektant)
MF dent (Narfanil-Frontalbin ointment)
Nitrous oxide (for narcosis)
Veduril (preparation against caries and periodontitis)
Agesten (for amalgam fillings)
Basa dishes
Dentalol (mouth desinfektant)
Durotern (impression compound for metal casts)
Adhesive wax
Lovital (mucous membrane astringent)
Koldene (modelling gypsum)
Fertax (Plastic material for dental use)
Pyrophan (impression compound for alloys with high
melting point)

Fropon (casting wax)
Phosphate cement
Temporary cement
Silicate cement
S. one cement
Xanthene (impression gypsum)
Xanthigen (thermoelastic impression compound)

I have read through this "affidavit", have initialed each one of
its 4 (four) pages, and have signed this 5th (fifth) page with my
full name. I hereby declare on oath that I have told the full truth
in this affidavit to the best of my knowledge and belief.

Leverkuseg
15 February 1948

(signed) Dr. Anton Kartens.

Signed before me, on 15 February 1948 by Dr. Anton Mertens as
the person making the above affidavit.

Leverkusen,
15 February 1948.

(signed) Dr. Christian F. Thierck
Defense Counsel, Assistant
Military Tribunal VI, Warzburg.

AFFIDAVIT

In answer to a question of Dr. Erich Bergat, Defense Counsel, in the trial against Krauch et al before the Military Tribunal No. 6 at Nuremberg.

Question: Did Bayer at any time and in every respect meet its contractual obligations under the agreement with the firms of Rhone-Poulenc and Specia-Paris of 28 March 1941?

Answer: I would first like to enumerate the preparations which, on the part of Bayer-Leverkusen, came under the terms of this agreement:

- 1) Tibatin (Sulfonamide preparation against infections by streptococci) offered on 1 Oct. 1941
- 2) Sarfutil (Sulfonamide preparation against anaerobium and aerobium) offered on 1 Jan. 1942
- 3) Hemodial (Vitamine K preparation) offered on 1 Feb. 1942
- 4) Periston (Blood serum substitute) offered on 1 March 1941
- 5) Aspasan (asthma drug) offered on 1 Jan. 1942
- 6) Trivitan (Vitamine D₂ preparation) offered on 1 June 1942
- 7) Varon (synthetic preparation against labor pain) offered on 1 March 1944
- 8) Debond + Saliopyridin (Sulfonamide preparation) selling permit was given us by the Ministry of the Interior, Berlin, on 24 May 1943
- 9) Sontochin (Malaria drug)

All these products were, according to documents, in existence, offered to Rhone-Poulenc and/or discussed with this firm.

Ad 1) T i b a t i n

Rhone-Poulenc had only a slight interest in this preparation. They objected that it could only be used in ampoules; in spite of this the product showed remarkable sales with Bayer.

The prescriptions for the making and putting into ampules, as well as those for testing Tibatin were handed over to Rhone-Poulenc on 16 March 1942 in Leverkusen, but returned to us already the same evening because they wanted to wait and see how this preparation would turn out.

Ad 2) M a r f a n i l

Rhone-Poulenc showed but little interest for this preparation during the discussions. Considering today's stage of continued development in the field of Sulfonamid, the former attitude of Rhone-Poulenc proved to be disadvantageous, because this product is of basic importance for the development of our Supronal and Marbadal, both of which are now considered of foremost importance by German hospitals.

Also the prescriptions for the making, putting into tablet as well as powdered form, and the prescriptions for testing marfanil, were given on 16 March 1942 in Leverkusen to Rhone-Poulenc, but returned the same evening to us because they wanted to observe how this preparation would work out.

Ad 3) H e m e d a l

Rhone-Poulenc was not interested in Hemedal because it developed its own Vitamin K preparation.

Ad 4) P e r i s t o n

Its chemists having been trained by us in 1943, Periston-Bayer was taken over by Rhone-Poulenc and sold for several years under the trademark "Subtosan". On the basis of Subtosan, Rhone-Poulenc made various preparations with depot-effect by availing itself of the effective principle of Subtosan. It called these products "Retard Preparations".

Ad 5) A s p i r e a n

Rhone-Poulenc was not interested in Aspirean, an anti-allergic preparation, because it had developed its own "Antorgan", an anti-allergic.

Ad 6) T r i v i t a n

The latest data we discussed Trivitan, a Vitamin D₂ preparation, was on 22 June 1943 (last

conference with Rhone-Poulenc) in Paris, at which occasion they expressed no desire to acquire it.

Ad 7) V a r o n

Varon was offered to Rhone-Poulenc at the same conference in Paris. This preparation was in itself also important for France on account of a great lack of preparations of the posterior pituitary glands effective on the uterus, which are replaced by Varon. The French company stated no desire to acquire it.

Ad 8) D e b e n a l

Already at the conference on 13 November 1941 were the Sulfapyridin preparations Debenal and Debenal-L (Sulfonamide preparations) discussed, with emphasis on the special therapeutic potency of these preparations. Bayer developed its own manufacturing process which was offered to Rhone-Poulenc at the conference on 22 June 1943 in Paris, with the suggestion that it should sell Methyl-Debenal, and Theraplix the unsubstituted Debenal. The drugs discussed were chemotherapeutics of the greatest importance.

Ad 9) S o n t o c h i n

This preparation, a schizonticide for the malaria therapy, was not yet generally sold by Bayer before the end of the war. It was discussed in detail with Rhone-Poulenc already at the first conference on 12 and 13 November 1941 in Paris. Rhone-Poulenc had the preparation which we furnished subjected to a clinical test in North Africa.

D o l a n t i n

Dolantin takes up a special position for the reason that we passed it on to Rhone-Poulenc - upon 1st urgent request expressed on 25 February 1941 in Leverkusen - as coming under Agreement II - although it was offered by us in Germany on 15 June 1939, and in France in January 1941. During the first few days of July 1941 several Rhone-Poulenc executives visited our factories in Hoechst. On 20 July 1941, the manufacturing formula was handed over to Rhone-Poulenc in Paris. We delivered 10 kilograms in December 1941 and 30 kilograms in May 1942 to cover the first requirements of Rhone-Poulenc, whereupon they started their own production. The first license payments commenced in the second quarter of 1943.

It was a great favor on our part to add Dolantin to the products covered by Agreement II - instead of turning it over to Theraplix within the framework of Agreement III - as it meant a real increase to the assortments handled by Rhone-Poulenc/Specia.

The foregoing statements make it evident that Bayer completely fulfilled all its contractual obligations.

I herewith affirm that I have made the foregoing statements to the best of my knowledge and belief, that I have been informed that I would be liable to punishment for rendering a false affidavit, and also that this affidavit shall be presented as evidence to the Military Tribunal VI.

My personal data are:

Name: Dr. Anton Lortens
Birthday: 12 January 1896
Place of birth: Greifeld
Nationality: German
Present residence: Leverkusen-Schlebusch I, Kalkstr. 222

Leverkusen, 16 March 1948.

signed Dr. Anton Lortens

Signed before me on 16 March 1948 by Dr. Anton Lortens, who is known to me as the person making the above affidavit.

Leverkusen, 16 March 1948

signed Dr. Hugo Schramm
Defense Counsel
Military Tribunal
Nuremberg

Affidavit

I, Dr. Ernst Cauer, born on 16 August 1904, residing at Leverkusen-Schlebusch III, Glueckstr. 15, have been informed that I would be liable to punishment by making a false affidavit. I affirm, of my own free will and without duress, the following for presentation to the Military Tribunal VI:

- 1) I have been employed since 1934 by Farbenfabriken vorm. Friedrich Bayer & Co., subsequently I.G. Farbenindustrie Aktiengesellschaft, Leverkusen. My work with I.G. Farbenindustrie pertained to all questions of commercial law, particularly patent problems.
- 2) Concerning the question what advantages arose for our French contractual partners (Rhône-Poulenc and Specia) by the introduction of patent protection for the manufacture of pharmaceutical products, I state the following:

I.G. Farbenindustrie A.G. made in 1941 an agreement with the Rhône-Poulenc and Specia companies which was based on the principle of reciprocity. Accordingly, after the effective date of the agreement, both partners mutually offered new pharmaceutical products for the exclusive exploitation in the German and French sales territories; thus, Rhône-Poulenc was to be entitled to sell these preparations in France whilst Farben received the right to merchandise the respective products in Germany. Special agreements were to be reached from time to time for sales in other countries. The obligation to mutually offer new products comprised the whole field, irrespective whether they were protected by patents or not. A certain license fee, equal for both partners, was fixed for the transfer of products to be marketed.

Since patent protection for manufacturing processes of pharmaceutical products happened to be very problematical in France at the time this agreement was signed, the French partners to the contract found themselves actually in a far worse position than was intended, on the basis of reciprocity, by the two parties. This is evidenced by the fact that Rhône-Poulenc - in contrast to Farben - was not in a position to effectively protect its main sphere of interest against imitators of products which it had received from Farben for exclusive production and sale in France. Although Farben granted to Rhône-Poulenc

an advantage as compared with other French manufacturers by the fact that - as expressly stipulated in the agreement - Farben kept its partner currently informed about all products subject to being offered - such as the results of laboratory and clinical tests and by the furnishing of samples - nonetheless, all other French producers continued to have an opportunity to imitate the new Bayer preparations and to compete after a short time with Rhone-Poulenc. All disadvantages and losses accruing in this manner to the French partner of the agreement were the consequence of the lacking, and/or problematical patent protection for pharmaceutical products in France.

The new patent law of 27 January 1944 eliminated this handicap, Farben could now take out in France patents for production processes of newly-perfected pharmaceutical products, and grant, according to the agreement, to Rhone-Poulenc the exclusive license for the French sales territory.

I believe that I have clearly proved by my explanations that the revision of the French Patent Law, of 27 January 1944, was in the interest of Rhone-Poulenc, and that its position as a partner in the agreement with Farben was thus very substantially strengthened.

I have carefully read and personally initialed each of the two pages of the foregoing statement.

I affirm that I have stated the pure truth in this affidavit.

Leverkusen, 17 February 1948

(signed) Dr. Ernst Gauer

Signed before me by Dr. Ernst Gauer, the person making the above affidavit.

(signed) Dr. Christian G. Throck
Defense Counsel Assistant
at the Military Tribunal VI
Nurnberg.

A f f i d a v i t .

I, Dr. Hugo Schramm, born on 7 October 1892; residing at Leverkusen-Bayerwerk (Fabrikkasine), have been cautioned that I render myself liable to punishment by making a false affidavit. I affirm of my own free will and without coercion the following for presentation to the Military Tribunal VI in Bamberg:

(1) On 17 October 1931 I commenced work in the legal department of Farbenfabriken vorm. (Gestaff) factories, formerly) Friedr. Bayer & Co. Coincident with this company's fusion with I.G. Farbenindustrie Aktiengesellschaft I was appointed a Prokurist and manager of the legal department. Because of the steady increase of legal work in the "Bayer" Sales Syndicate, the "Bayer" Legal and Administration Department was formed in 1944, with myself as manager.

(2) Agreement 2, of 26 March 1941, is an extraordinary concession by the "Bayer" Sales Syndicate, as compared with its otherwise customary agreements with other foreign companies in favor of Rhone-Poulenc, as it provides for the relinquishment of rights to manufacture and sell, for a period of 50 years, in France, the French colonies and protectorates.

My department kept and controlled all agreements which concerned the "Bayer" Sales Syndicate. I confirm, on the basis of my experience thus gained that, except for the agreements with the American Sterling Group, no relinquishment to manufacture and sell was ever signed which had such far-reaching consequences as in the case of Rhone-Poulenc. These agreements were concluded in 1923, a postwar period of many difficulties for German companies, in order to clear up pending, and for avoiding future litigation, which could especially arise from the transfer of our American trademarks by the Alien Property Custodian. The "Bayer" Sales Syndicate never signed any other similar agreements for the relinquishment of manufacturing and sales rights.

I have carefully read and personally signed the foregoing statements. I affirm that I have stated the pure truth in this affidavit.

Leverkusen-Bayerwerk, 23 February 1948.

(signed) Dr. Hugo Schramm.

Signed before me by Dr. Hugo Schramm, the person making the above affidavit.

(signed) Dr. Chr. F. Saerck
Defense Counsel Assistant
At the Military Tribunal VI
Bamberg.

A f f i d a v i t .

I, Louis Krantz, born on 22 May 1895; residing at Leverkusen, Kaiser-Wilhelm-Allee 3, have been cautioned that I render myself liable to punishment by making a false affidavit. I affirm, of my own free will and without coercion, the following for presentation to the Military Tribunal VI in Juernberg:

(1) I have been employed by IG Farbenindustrie Aktiengesellschaft, Leverkusen, since 1 January 1933. At first I worked with Bayer's Spanish sales office, and in 1935 I came to Leverkusen as commercial expert for tropic-medical preparations. In August 1940 I went to Paris.

(2) In the memorandum Faure-Bouillon the intention was expressed to collaborate closely with Rhone-Poulenc, and according to the situation it had to be assumed that the French company knew all about the contents of this document. At the conclusion of Agreement I, Leverkusen officially proposed to immediately carry on negotiations for closer collaboration, in particular, on the basis of the reciprocal cession of new preparations and an exchange of technical experience. In this connection the proposal was raised for a mutual capital participation by the exchange of 25 % of Rhone-Poulenc shares for a corresponding counter-value in I.G. shares, an amount, therefore, which did not in the least endanger the independence of the French company. The conversations I had in Paris repeatedly emphasized, in agreement with the instructions received from Leverkusen, the principle of absolute reciprocity, as subsequently embodied in the final agreement (called agreement II). This reciprocity was really a legal one only, for actually Rhone-Poulenc undoubtedly received far greater advantages because our laboratories, working on a far more comprehensive and intensive scale, turned out considerably more preparations for exchange than we could expect from Rhone-Poulenc.

I accompanied the French officials to Leverkusen, attended the negotiations, and I can confirm that they were carried on by both sides on completely friendly terms, bringing about their early conclusion. Mutual capital participations were not discussed any longer because our French partner did not agree on this point in the preliminary conversations. The Rhone-Poulenc officials were convinced by now of our fair attitude, and that we were not out to take advantage of war conditions, but that we really desired loyal cooperation for mutual profit. Dr. Bo, especially, who in the beginning was very hesitant and

A f f i d a v i t

I, Werner Schmitz, born on 7 May 1903, residing at Murgenthal-Barmen, Eschenstrasse 105, have been cautioned that I render myself liable to punishment by making a false affidavit. I affirm, of my own free will and without coercion, the following for presentation to the Military Tribunal VI in Wiesbaden:

(1) Since 1 April 1921 I was employed by Farbenfabriken vorm. Friedrich Bayer & Co., subsequently I.G. Farbenindustrie Aktiengesellschaft, Leverkusen. Within the frame of Verkaufsgemeinschaft (sales syndicate) Bayer I have been working as: Procurist and manager of the sales department 3 2 (Italy, France and Belgium), and after 1940 also in department 3 3 (Holland, Switzerland, Spain and Portugal).

(2) Agreement II, signed with Rhone-Poulenc/Specie on 28 March 1941, concerning an exchange of new pharmaceutical specialities, was basically outlined already before the war, as shown by the minutes of negotiations with the firm of Bigel in Paris, of 20 and 31 October 1938, and those concerning the discussions in the spring of 1939 with the firm of Roussel (Laboratoires de Chimiotherapie). In large outlines, License Agreement I was also sketched in the memorandum for Mr. Fauro-Besaulieu and it came to the knowledge of Rhone-Poulenc executives a long time before its signing. Finally, Bayer wrote a detailed letter to Rhone-Poulenc on 18 December 1940, a date, therefore, which also preceded the signing of License Agreement I.

At the occasion of a visit by the French officials a basic discussion concerning Agreement II took place on 25 February 1941, after Rhone-Poulenc/Specie had itself confirmed in writing on 17 February 1941 its great interest in such an agreement.

The agreement, drawn up on 28 March 1941 in the form of an informal letter, which was confirmed by Rhone-Poulenc/Specie in a letter of 17 April 1941, must therefore be considered as the core of the entire set of agreements concluded between Bayer and Rhone-Poulenc.

Having taken part in the negotiations leading up to Agreement I and II, I am able to state that the French officials showed themselves extremely happy about the prospective collaboration with Bayer, and that they on their part quite readily cooperated for a successful conclusion of the agreements.

I have carefully read, and personally initialed and/or signed the foregoing statement. I affirm that I

have stated the pure truth in this affidavit.

Leverkusen, 10 March 1948.

(signed) Warner Schmitz
(Warner Schmitz)

Signed before me by Herr Warner Schmitz, the person making the
above affidavit.

(signed) Dr. Hugo Schraam
(Dr. Hugo Schraam)
Attorney-at-Law and Assistant
Defense Counsel.

A f f i d a v i t

I, Fritz Brock, born on 17 March 1894, residing at Baden-Baden, Lichtentaler Allee 11, have been cautioned that I render myself liable to punishment by making a false affidavit. I affirm of my own free will and without coercion, the following for presentation to the Military Tribunal VI in Nuremberg:

(1) I started to work on 1 April 1924 for the former Hoechst-Farbwerke (since 1 January 1926, I.G. Farbenindustrie, Frankfurt/la-Hochst).

From February 1928 until the outbreak of the war in 1939 I was employed by French companies representing the interests of "Bayer"-Verkaufsgemeinschaft (sales syndicate) in France. I returned in June 1940 to Paris and then worked again for the sales syndicate "Bayer". Subsequent to 1942 I became a member of the consulting committee of "Theraplix Societe Anonyme" in Paris.

(2) I attended the negotiations between Rhone-Poulenc and "Bayer" which had taken place on 25 and 26 February 1941 in Leverkusen. The French company was represented at these negotiations by Messrs. Grillet, Bo and Berral.

In addition to various problems arising from License Agreement I, of 30 December 1940, the subjects discussed were the deepening of collaboration between the two firms, which was to find expression by an additional license agreement. This proposal for closer cooperation was mentioned already at the first negotiations in Paris and in a covering letter by Herr W.P. Mann concerning License Agreement I (letter of 18 December 1940).

The negotiations of 25 and 26 February 1941 were held in a very friendly spirit and there were no points of controversy. The partners to the negotiations had complete equality in every way. I still remember very well that the French gentlemen expressed their great satisfaction about the fine spirit of sincere understanding and fairness prevailing at the meetings.

The French officials frequently showed and expressed their joy about the successful negotiations which formed the basis of the so-called License Agreement II.

I have carefully read and personally initialed and/or signed the foregoing statement.

I affirm to have stated the pure truth in this affidavit,
Levorhusen, 10 February 1948.

(signed) Fritz Brock

Signed before me by Fritz Brock, the person making the above affidavit.

(signed) Dr. Christian H. Throck
Attorney-at-Law and Assistant De-
fense Counsel at Military Tribunal
VI in Nuernberg.

4 March 1941.

TO:

The directorates of the firms of
Rhona-Poulenc and Spécia

21, Rue Jean Goujon,

P a r i s (Se).

Following the agreements reached with you - as specified in detail in two of our letters of today's date concerning the additional stipulation to the License Agreement of 31 December 1940, as well as concerning our future scientific collaboration with your firm - we discussed on 25 and 26 February 1941 with your Messrs. Grillet, So and Barral a number of other problems for the closer relationship of our two companies, which we want to briefly restate in writing as follows:

We propose to establish a so-called exploitation company in France - with both firms holding half of the shares (Société d'Exploitation, Promotion Department) - which is to act as an exchange agency for mutual interests arising from our various agreements, and as a control organ for the supervision of the products developed, as well as for the computation of licenses and the distribution of research, findings, etc. The exploitation company might be capitalized at a low figure.

The founding of such a company appears to us to be opportune also because we

could bring into it, as far as conventional products are concerned, subsequently perhaps also the quotas to which we are entitled in the French sales territory.

You promised us to consult your legal counsel concerning the feasibility, according to French law, of this plan to establish such a company, and to let us know the results.

Also considering the assortments sold by us until now in France we stated to be willing to let you select those products of interest to you for the French market, and whose concession to you would still have to be discussed. These products, too, would be turned over to you by means of a license transfer for the French sales territory, whereupon "Bayer" would withdraw them from the French market.

Concerning the remaining assortments of "Bayer" products (specialties and fine pharmaceutical chemicals) we declared ourselves ready - in the spirit of further closer scientific collaboration in the future - to enter with you into discussions relative to our complete withdrawal from the French market. We clearly specified, however, that such a far-reaching concession on our part could only be materialized if you were to permit us to effect an investment in your firm.

In this connection the matter came up that such a participation by us should extend only to the pharmaceutical department of your company, with a possible affiliation with "Specia".

You promised to examine the last-mentioned question in Paris and to submit to us proposals after its clarification.

With regard to collaboration in the field of protective plant preparations which you desire, we cannot at the moment submit any definite proposals. We are willing, however, to examine the question of transferring licenses for individual products.

The other production fields of interest to you, such as plastics, resins and dyes, come under the jurisdiction of other I.G. Farben Sparten. We promised you that we would pass on your suggestion at our Vorstand meeting on 19 March 1941 to the Sparten concerned.

Very truly yours,
(Company Stamp)

(signed) M.R. KAHN, (signed) GROBEL.

TO: Consul General L. B. Kern

RE: Discussions on 29 April 1941 in Paris with the firm of Rhono-Poulenc/
Specia.

Persons present were:

| | | |
|----------------|---|---------------------------------|
| V. Schmitz | | "Bayer", Leverkusen |
| Brock | } | "Soci", Paris |
| Krantz | | |
| Faura-Besulien | | Paris |
| Grillot | } | Rhono-Poulenc/Specia, Paris. |
| Es | | |
| Berral | | |
| Plans | | |

Founding of Societe d'Exploitation. -

The taking-over of products from present "Bayer" assortments.

The gentlemen of Rhono-Poulenc/Specia have on hand the memorandum composed by Mr. Faura-Besulien concerning the joint company to be founded. Since the memorandum makes it clear beyond doubt that the taxload in this joint company would be quite substantial, the Rhono-Poulenc/Specia officials make the proposal to withdraw the former plans and to arrange for temporary simplified collaboration by furnishing them, through licenses, with the products they need from our present assortments. In the same manner as in the second agreement, the amount of the license shall be determined from time to time by means of new future bids.

On hand of our yearly medical manual, Rhono-Poulenc/Specia has already selected and subdivided the products of interest into these two categories:

- (1) Products of special and immediate interest; and
- (2) Products required in the future.

Both lists are made up as follows:

- | | |
|--------------|------------------------------------|
| 1) Campolon | Lutrea |
| Campoferron | Mitigel |
| Citrin | Novalgab-Chinin |
| Cortasil | Novocain-Corbasil |
| Cyren | Padutin |
| Dolantin | Phanodorn |
| Elityren | Preloban |
| Erugon | Prolan |
| Eripan | Protargol-Augentropfen (eye drops) |
| Festal | Sionon |
| Iliron | Postonal |
| Insulin | Theocinial |
| Lacernol | Zephirol |
| Labisen | |
| 2) Acrenil | Abrodil |
| Afridol-scep | Manotel |
| Cheloflavin | Revasa |
| Cignolin | Tenophosphan |
| Fuedin | Torentil |
| Icoral | |

Since in by far the most cases the setting up of machinery would at first prove unprofitable, the Rhone-Poulenc/Specia officials stated to be willing to order from us these products in bulk, and/or in concentrated form.

As proposed by Professor Dr. Eberlein, Mr. Bo would like to come soon to Hoechst for a visit to discuss Dolantin, following which he desires to have a meeting in Frankfurt with the Chemical Department concerning Bina and resins, as already agreed on between him and Dr. Kramer of the "Sopi". Mr. Bo shall probably be accompanied on this trip by three company executives.

(signed) Schmitz

Leverhause, 2 May 1941
Schm/Sch.

Excerpt from the
M i n u t e s

of the 25th Vorstand meeting, held on 10 July 1941, at 0930 hrs. in
Frankfurt on the Main, Grueburgulatz.

All Vorstand members were present except:

| | | | |
|------|-------------|---|-----------------------------------|
| Herr | Brueggemann | | |
| " | Buergin |) | appearing in the afternoon and |
| " | Jacobi |) | |
| " | van Meer |) | |
| " | Dedder | | who appeared in the morning only. |

Before taking up the agenda, Generalrat Schmitz expressed a cordial vote of appreciation for his services to our company to the memory of Direktor Walter Foremann, recently killed in an accident.

1) Capital increase, capital approved and dividend tax law.

10) Negotiations with France.

Herr Mann reported about additional negotiations with France-Poulenc. An understanding has been reached, going beyond the agreements reached already, for those products which were traded already before the present war in France and which were not included in the former agreements.

14) Dates of meetings.

The next meetings, which probably shall take place in Frankfurt, are planned for 9 to 11 September, to wit:

| | |
|---------------|------------------|
| 9 September: | K.A. |
| 10 September: | Tes, L.A. |
| 11 September: | Vorstandmeeting. |

(signed) Z. Schmitz

(signed) v. Enckhausen

Excerpt from:

M i n u t e s

covering the 43rd meeting of the Commercial Committee on Tuesday, 23

September 1941, at 0930 hrs, in Frankfurt/Main, Grunbergplatz.

Present were:

| | |
|------------------|-------------|
| Gehelrat Schmitz | |
| von Schnitzler | Chairman |
| Bergwart | |
| Buncker | |
| Frank-Pahle | |
| Saeflinger | |
| Hasser | |
| von Heider | temporarily |
| Ilgner | |
| von Krieger | |
| Kugler | |
| Mann | |
| Mueller | |
| Oster | |
| Otto | |
| Overhoff | temporarily |
| Sorhaner | |
| Wolber-Andreas | |

.....

6) France.

Her Mann reported that the negotiations with Rhone-Poulenc are not being continued at the time being, but that the license agreement was working well.

.....

Frankfurt on the Main, 3rd September 1941.
FE/A 93/41

(signed) von Schnitzler

(signed) Frank-Pahle.

Translation.

E. Faure-Bocallion
37, Avenue Victor Emmanuel III
Paris, (Re), 19 September 1941.

No. 15.

To:
Consul General U.S. Mann.

Dear Sir:

I acknowledge your letter No. 14, of 16 September. Conforming with your desire, I am speeding up the preliminaries concerning the establishment of a new joint company. I have had frequent conversations on this subject with Thone-Poulenc, with the result that the solution which appears from the start to offer the quickest, cheapest and greatest success would be to invest in SERRAPHIN, the newly formed company, Beyer's contributions and the necessary capital increases - for the purpose of attaining the desired equilibrium.

This solution presents the advantage of continuing an organization which is in full operation, and by granting to it new financial support, of surely avoiding the expenses of establishing a new company.

Would you kindly let me know whether this plan meets with your approval, for in that case it would not be necessary to work out new statutes, but only to make the present ones conform with the new situation.

I have told you the foregoing in order that you may study this question already before your visit to Paris.

Please inform me of the exact date of your arrival and the length of your stay here.

I am happy in the thought of soon seeing you again.

Very truly yours,

(signed) E. Faure-Bocallion.

Translation.

Leverhousen, 10 October 1941
No. 13.

TO:
President Bernard Fauro-Besaulieu
37, Avenue Victor Emmanuel III
Paris (8e).

Dear Monsieur Fauro-Besaulieu:

I acknowledge receipt of your letter No. 15, of 19 September 1941, and I read with special interest your proposition concerning T-242. I have discussed your proposal with my colleagues and I am glad to say that we have all approved it in principle. Since there are, of course, a number of problems even in this simplified form, we could best settle them at a meeting.

As I am now able to make my travel plans for the next few months, I take the liberty of inquiring whether it would suit you and the officials of Rhona-Poulenc if I were to visit you together with my colleagues Grobel and Messrs. W. Schmitz and J. Schmitz on 10, 11 and 12 November in Paris. If this time is convenient for you, we would like to take up the tenths with mutual converse there, whilst the first conference with the Rhona-Poulenc officials could be arranged for the morning of 11 November. We would greatly appreciate it if you were to take the necessary steps in order that we could meet on 11 November the executives of Rhona-Poulenc, since during the course of these discussions probably the final decisions concerning the future joint company shall be made.

I also acknowledge receipt of your letters No. 14 and 18, of 16 September and 2 October 1941, which were already separately answered by Herr J. Schmitz. Everything necessary has been done in the interim.

In the expectation of your reply, I remain, my dear W. Fauro-Besaulieu,

Very truly yours
(signed) W.E. Mann

(handwritten): Director Dr. Grebel

(stamp):

"Bayer" Management Department
27 October 1941

2 initials

" BAYER "
I.G. Farbenindustrie A.G.
Management
LEVERKUSEN.

(handwritten): for translation.

25 October 1941

B/GR

The presence of Dr. NICHNER permitted us to hand over to him Mr. GRILLLET's documentation concerning the new company. We received this documentation at the very moment of Dr. NICHNER's departure.

On the following day we forwarded a copy of it to Attorney LONGLE with the request to examine it and to submit the counter-proposals which are required. We have asked Mr. Longle to do this as soon as possible, so that you will have them at the beginning of the following month, which will permit you to compare the two plans and to study them before your departure for Paris.

In our next letter we shall have the opportunity to discuss the proposals of the firm RHONE-POULENC. To-day we limit ourselves to the following statements:

1.) New company: The new company, as planned in the first conference, is, according to the project by RHONE-POULENC, not any more a new company, but rather a modification of the former company already existing.

a.) President: The appointment of Mr. FAURE-BEMARIEU as president cannot be taken into consideration. According to the old German law and to the latest revision of that law (law of 11 September 1941 concerning the practice of the profession of pharmacy it is not any more permitted that a non-pharmacist becomes president of a pharmaceutical organization.

In order to overcome this difficulty, it would of course be possible to form the "double company", but even this double company would not give the desired guarantees at first sight.

Mr. LONGLE will also give his attention to this matter.

please turn

- 2 -

"Bayer"-Management, 25 October 1941

3.) Distribution of capital: We have already informed you that at the occasion of a direct conversation with Mr. SCHLITZ, we have stated your view-point clearly to Rheno-Poulenc.

We shall therefore not again discuss the fourth paragraph of page 3 of Mr. Grillet's letter (747 of 20 October 1941). This point will be discussed after your arrival and those gentlemen are informed about it.

4.) List of average products which are to be delivered to the new company: The second paragraph page 1 of above-mentioned letter, reads as follows: "After compiling a selected list.... This list of 30 April 1941 in Paris does not state which products we want to call double products (Doppelprodukte), this means, products which are sold both by us and by SPERIA (LEGRAL, VERONAL, SILVERSLIM etc.)...."

We have informed Messrs. GRILLET and BO that the sale of these products would be of great interest to you, although those gentlemen wished rather to eliminate them, for the reason that, on one hand, they pay to you a percentage on the sales of these products, and that, on the other hand, it would be difficult to promote both.

5.) Conversation in regard to the trade-mark "Bayer" on the jointly sold products. We also lightly touched in our conversation this matter which we now ask you to consider in detail.

Without any more for to-day, we remain, Gentlemen,

yours very sincerely,

SOPI

Pharmaceutical Department

* The list which you will find in the records of the conference.

Société des Usines Chimiques
RHONE-POULENC

RG/SD

Paris, 20 October 1941

Administration

No. 747

Sir,

In regard to your trip to Paris on 10 November, we want to submit you the following plans which we have studied in order to solve the problem of the "average products" (*).

You will recollect that during our previous conferences the problem of the exploitation of these "average products" of BAYER in France had been discussed. After a list had been compiled enumerating those of the products which were to be retained, and after the idea, to charge SPECIL with their exploitation against payment of a percentage to the IG, had been discarded, the principle of forming a joint company had been adopted.

This company was supposed to exploit:

- 1) The "average products" of BAYER which were retained as stated in the above,
- 2) Certain "new products" of BAYER which SPECIL, after studying the matter, did not retain for exploitation,

* This designation "average products" was chosen by yourself and us as a contrast to "former products", subject of agreement No. 1, and "new products", subject of agreement No. 2.

Consul General HJEM
I.G. Farbenindustrie A.G.
LEVERKUSEN near Cologne

(Germany)

(page 2 of original)

^A
RHONE-POULENC

2. Consul General HJEM
I.G. FARBEINDUSTRIE A.G.
20 October 1941

- 3) Certain products of the BAYER branch factories,
- 4) Certain "new products" R.P. of which SPECIL did not

-2-

wish to secure the exploitation.

5) All other special products which it seemed advisable to purchase from other third parties.

This discussion made it also clear that, in order to start its activities speedily this company must become an associate of an existing French company, if possible, which would contribute at the same time a series of products already under production, staff and a factory which would permit the industrial conditioning of the products to be exploited.

The organization mentioned below was formed in order to correspond with these general directives; its starting point is the Société d'Application Thérapeutique (THÉRAFLIX). The enclosed notice (enclosure I) gives some facts regarding the history and the activities of this society, as well as the conditions under which it is working. It describes in particular the relationship between Théraplix and Société Chimie et Atomistique, owner of trade-marks exploited by Théraplix and of the enterprises which it holds. These are the enterprises which Mr. Lutter visited on 24 July 1941.

We also enclose with this letter, on one hand, the statutes of the company (enclosure II), which were published in accordance with the new corporation law, on the other hand, a number of booklets and publications, published by Théraplix.

The aim of this combined organization is to secure for IG and for R.F. jointly the ownership of THÉRAFLIX; this society is, besides, - just because of these transactions, - lacking the financial means requisite for the purchase of the factory which it operates and to face the expected developments.

In order to avoid the great fiscal charges resulting from the cession of trade-marks, and also in order to avoid errors in estimating their respective values, it was deemed of greater advantage to leave in the possession of the I.G., on one hand, and of the Société CHIMIE ET ATOMISTIQUE, on the other hand, the trade-marks which belonged to them formerly, and to settle their compensation by payment of a percentage.

This would apply only to the former special products; in regard to all new special products to be produced, THÉRAFLIX itself will be the owner of the trade-marks.

(page 3 of original)

REMI-POULIC

3.

Consul General LIII
IG Farbonindustrie S.G.
20 October 1941

Enclosed (enclosure III) is the proposed plan for the operation.

-3-

The figures mentioned here can only be considered as indications and will be stated with precision following the finding of experts.

They demonstrate that the Society HERAPLIX will be officially founded with a capital of 50,000,000 Frs. and that the expenses for the I.G. and the R.P. are respectively, for each of them 25,000,000 Fr.

The company which already owns a devoted and diligent management staff, good employees, an excellent reputation will be very well able to carry out the new projects which result from its double ownership.

In order to simplify matters, there was no mention in the above of other parties than the I.G. and the R.P. It is understood that a partnership of 2% is secured for Mr. F. JURS-DELLIEN, half of which had to be returned subsequently to each of the two shareholders.

The French law of 11 September 1941 concerning the exploitation of pharmaceutical products by corporations requires that the president of these societies be a pharmacist. The French law of 16 September 1946 concerning the functioning of corporations, on the other hand, prohibits an administrator to hold a management position. In order to secure for Mr. F. JURS-DELLIEN and for Mr. BROCK the positions which you and we wish to reserve for them, we plan under these circumstances to reserve, on one hand, for each of them a position as administrator, and on the other hand, in correspondence with the authorisations granted by the law, to entrust them with tasks utilizing their capabilities and justifying the salaries which they are to receive. We shall explain to you personally the details in regard to this subject which will certainly be agreeable to you and which we cannot furnish in this letter.

We are at your disposal for all further informations which you might request after the examination of the documents which are being sent to you to-day.

We repeat that we will be very pleased to receive you in Paris and remain, Sir,

Very truly yours

Société des Usines Chimiques
ROCHE-POULIC
The Director General

signed: H. Grillet
(H. Grillet)

Note concerning the THERAPLIX CORPORATION

see

The Société Générale d'Applications Thérapeutiques THERAPLIX is a corporation with a capital of 5,000,000.- Fr., paid in full, with the seat in Paris, 98 rue de Sevres, and the factory at Montrouge, 11 rue Cassin (Seine).

It exploits in the pharmaceutical field the patents, trademarks and processes of another society, the Société Chimie & Atomistique, Inc., with a capital of 17,000,000.- Fr., which is the owner of the building at 98 rue Sevres, as well as of the factory in Montrouge.

Both corporations which form this group were founded in 1931: The Société Chimie & Atomistique resulted from the merger of three corporations: Société du Radium Médical, Société Industrielle de Radioactivité, Société des Etablissements Albert Suisson. This last corporation, founded in 1905, contributed to the new corporation a total of pharmaceutical special products, amounting to appr. 12,000,000 Frs.

As the main shareholders of CHIMIE & ATOMISTIQUE were not pharmacists, it became necessary, in order to conform with the Germain law concerning the practice of the profession of pharmacist, to found a special corporation for the exploitation of those special products. This was:

- the Société Theraplix, the shareholders of which were pharmacists and which exploited the trade-marks belonging to Chimie & Atomistique, paying percentages to the latter.

Since 1931 until now Theraplix's activities were increasing constantly. A considerable number of new special products were launched, representing the figure of 26,000,000 Fr. for the year 1939/1940.

It has a management staff of 13, under the direction of Mr. Lucien VILLIET, Doctor of Pharmacy, who is its President and Director-General. The personnel consists at the seat and at the factory of 37 employees and 200 workers. The corporation employs in France 17 travelling salesman for pharmaceutical products, and had, in 1939, 53 representatives abroad.

Enclosed the figures which indicate the balance of the year 1936/37, compared with the year 1940/41.

-5-

These figures show also the sums paid by Theraplix to Chimie & Atomistiques for each of these years as a payment of percentage and rent.

RESEARCH AND DEVELOPMENTS.

The corporation, independently of the own work of its laboratories under the direction of Dr. Pierre POULETIC, Doctor of Physic, has always worked in close collaboration with scientists. In this manner certain radio-active medicaments were also made ready for production, with the assistance of Madame Curie.

Besides, through an agreement with the Société Spéciale, this latter corporation ceded to Theraplix, against payment of percentages, the exploitation of important products which it did not sell itself. Spéciale guarantees at the same time under favorable conditions the delivery of production materials to Theraplix which are required for the production of the products concerned.

THERAPLIX is finally in possession of an service of documentation and liaison to the medical corps, which is placed under the direction of Dr. Jean COTTET, Chief of hospital clinics, a service which has been established in order to observe experiments made with new products.

EXPLOITATION.

The list of the most important special products which are actually exploited by THERAPLIX is given in the following with the figures referring to the year 1939/40. The headings "Medicaments in ampullas" and "First-aid material" follow the products of the departments for special medicaments.

| | |
|-----------------------------------|---------------|
| - Sedol and derivatives | 6 800,000 Fr. |
| - Septoplix and derivatives | 5,300,000 " |
| - Supponeryl | 1,000,000 " |
| - Mandolium | 1,300,000 " |
| - Gynoplix | 750,000 " |
| Psycholium | 700,000 " |
| Medicaments in ampullas | 6,000,000 " |
| First-aid material | 2,000,000 " |

The figures on the fluctuations of the sale of each special product during the last years are, besides, compiled in a booklet enclosed with this notice.

* * *

-6-

Enclosure III

- I) RHODE-POUILLEO (R.P.) buys the shares of Theraplix, the value of which has been determined by expert opinions. According to a close estimate, the total value would be 12,000,000 fr. (nominal value 5,000,000 fr.)
- II) Theraplix increases its capital (capital increased from 5,000,000 - 10,000,000 fr.) This increase in capital is subscribed by the I.G. which, besides, buys the right of subscription to R.P. for 3,800,000.- Fr. Thus I.G. and R.P. have paid equal sums (which are for each of them 8,500,000.-fr.)- these figures are approximate and are derived from the estimate of 12,000,000.- fr. in paragraph I).
- III.) Theraplix increases again its capital (capital increase from 10,000,000 fr to 50,000,000 fr.), subscribed by I.G. and R.P. for equal parts.
- IV) Theraplix buys back for Chimie & Atomistique the factory of Montrouco (estimate of an expert architect) and the good will, exclusive the trade-marks of the special products. The approximate estimate of the total value of these purchases is 13,000,000.- fr.
- V) Theraplix concludes a contract
 - 1.) with Chimie & Atomistique for the exploitation of the trade-marks of existing special products against the payment of percentages.
 - 2.) with I.G. Sayer for the exploitation of the "average products" of the I.G., also against payment of percentages.
- VI) Theraplix concludes a contract with I.G. and R.P. which determines the conditions under which it will be fully ref. with the production materials for the special products.
- VII) The two share-holding corporations conclude a contract with the present President and Director-General of Theraplix (Mr. Maxime Vaillant) granting to the latter the guarantees for the future which are normally due to him.

...

Document Book V HAMB

CERTIFICATE OF TRANSLATION

26 March 1948

I, Colons LALLMAND, Civ.No. 400 F 398 038, hereby certify that I am a duly appointed translator for the French and English languages and that the above is a true and correct translation of original document.

Colons LALLMAND
Civ.No. 400 F 398 038

COPY OF DOCUMENT NO.: MI-7674
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES.

Paris, 13 November 1941

D I S C U S S I O N S

Held on Rhona-Poulenc's premises in the
morning of 11th November 1941.

(Initials)
Illegible
Schmitz.

Those present were:

| | |
|----------------------|---------------------|
| Consul General Nenn | President |
| Dr. Krebs, Director | A. Baillon |
| Dr. Grobel, Director | |
| Werner Schmitz | Monsieur L. Grillet |
| Josef Schmitz | |
| F. Brock | Monsieur Bo |
| M. Fauro-Besallieu. | Monsieur Barral. |

With reference to the planned company to be organized by Bayer and Rhona-Poulenc jointly, the conferences resulted in agreement on the following points:

Articles of Incorporation and Stockholders

The firm of THERAPLIX will as from 1st January 1942 be in joint hands of the firms of Rhona-Poulenc and Bayer, each holding 49 % of the stock capital, with M. Fauro-Besallieu constituting a third group holding 3 % of the capital.

Rhona-Poulenc will, for its own protection, take over the purchase negotiations and have the necessary investigations into existing assets and liabilities made by an expert; in respect to Bayer the purchase

price will be fixed at 11,000,000 French francs, whereby the difference between the stock capital of 5,000,000 and the purchase price - i.e. 6,000,000 French francs - will be debited to the three groups of stock holders in proportion to the stock held by each.

In view of the new taxes which will come into force on 1st January 1942 (higher rate of taxation on increases in stock capital: tax to be raised from 0.25 % to 3.25 %), a general meeting of TERAPLIX stockholders will be called immediately. This meeting must vote two increases in capital at one session: firstly, an increase from 5 to 10,000,000 Fr. francs and, secondly, an increase from 10 to 50,000,000 Fr. francs. The second increase up to 50,000,000 Fr. francs is merely a precautionary measure to allow us to take advantage if necessary at some later date of the new low rate of taxation still valid at present. A resolution will be taken to limit the real amount of this second increase to 30,000,000 Fr. francs. in the meantime. The three groups of stockholders are therefore called upon to raise the 30,000,000, plus the above-mentioned difference of 6,000,000 in the purchase price, and will be responsible for the following sums:

| Evex: | Rhone-Poulenc | Feuro-Besulieu |
|------------------------|------------------------|----------------|
| 49 % | 39 % | 3 % |
| 17,840,000 Fr. francs. | 17,840,000 Fr. francs. | 720,000 Fr. |

As soon as the Verwaltungsrat has had the necessary resolutions passed by TERAPLIX via the general meeting, the future stockholder groups will be notified so that the necessary formalities can be attended to, the cash sums paid etc.

Supervisory Board (Verwaltungsrat) and Control Committee
(Überwachungs Ausschuss)

After preliminary contacts with M. Feuro-Besulieu and H.C. Londe and following a preliminary discussion between Feuro-Besulieu and Rhone-Poulenc on 10 November, various details were settled in regard to the composition of the Supervisory Board and Control Committee. At the final discussion with Rhone-Poulenc at the meeting held on 11 November these questions were regulated as follows:

The Supervisory Board of the new TERAPLIX will consist of eight members, five of whom (i.e. half plus one), in accordance with the Apothecians' Law (Law concerning Pharmacists) of 11th September 1941, must possess a pharmaceutical diploma, while the other three need not be qualified pharmacists. The members of the Verwaltungsrat will be nominated by the three groups of stockholders in the following ratio:

| <u>Bayer</u> | <u>Rhone-Poulenc</u> | <u>Faure-Boculieu</u> |
|-----------------------------------|-----------------------------------|----------------------------------|
| 2 pharmacists 1 non-pharmacist | 2 pharmacists 1 non-pharmacist | 1 pharmacist 1 non-pharmacist |

Rhone-Poulenc nominates Messrs. Vaillant and Koreux as pharmacists and M. Barville as non-pharmacist.

Bayer reserves for a later date its announcement of the names of the three members of the Supervisory Board to be nominated by itself. It is intended to nominate M. Faure-Boculieu as non-pharmacist.

The two members of the Supervisory Board to be nominated by M. Faure-Boculieu have likewise not yet been definitely chosen.

M. Vaillant, the member of the Supervisory Board to be nominated by Rhone-Poulenc, is approved as President of the Supervisory Board and Director General of TERAPLIX by all three stockholder groups.

Use is to be made of the opportunity which the law affords for the appointment of a so-called Control Committee, to which the business management of TERAPLIX will be directly responsible. The functions and duties of this Committee will be laid down in more precise terms at a later date.

The Control Committee will consist of the following members:

| | |
|--------------------|-------------------|
| Chairman: | M. Faure-Boculieu |
| General Secretary: | H. F. Brock |
| Member: | M. Barrai |

The business of the Control Committee will be conducted by M. Brock, who will be given an office in the TERAPLIX premises.

Official Sanction - As far as the increase in capital, the nomination of the Control Committee and the changes in the Supervisory Board require to be sanctioned by the German occupation authorities, M. Brock will take over any further action. TERAPLIX will take the necessary steps in connection with the French authorities.

Transfer of Personnel.

It is decided that personnel at present employed in the pharmaceutical department of the firm of SOPI will be taken over by TERAPLIX with the exception of those employees whose services will still be required by Bayer, or who are not recommended for further employment. Details will be settled between M. Vaillant and M. Brock.

The three foreign representatives, Coffy, Winkler and Parry, were also taken over.

It is recommended that the two independent agents hitherto working for Bayer in North Africa - Lobeau in Casablanca and Nots in Algiers - be taken over. They are to undergo a benevolent investigation (wohlwollendste Eruefung), especially L. Lobeau. Luciani, agent in Tunis, is not mentioned and will not be considered for transfer. (Bayer will dispense with his services).

Articles to be sold by the new THERAPLIX.

The conversation resulted in agreement on the continuation of the entire line of goods at present sold by THERAPLIX and the addition of the following groups of products:

the so-called Bayer miscellaneous assortment (Best assortment) -
(Produits divers).

This includes all specialities at present sold by Bayer in France. It was further agreed that the following should be accepted:

all plant protecting preparations,
sera and vaccines; also
all preparations used in veterinary medicine,
all Bayer dental preparations,
the so-called parallel products
(Centar - Casbia - Triperacetat - Fuedin -
Frontribin - Salgrigen - Solversin -
Spira cid).

On Bayer's side the possibility of transferring the sera, vaccines and veterinary specialities as well as the entire line of dental preparations to the new Theraplix at a later date if necessary was left open.

It was been agreed that the following Bayer preparations will be included in the Theraplix selection:

Salversin (Theraplix reserves the right of decision with regard to Ubersalversin; Bayer agrees.)

All the so-called double products - i.e. the products sold by Bayer on the basis of agreement with other firms, i.e. Laxinal - Voronal - Vigental - Vogen -

The firm of Bayer renounces its right to put the preparations Betaxin - Garsamin and Antipalorin on the market in France contrary to the agreements in convention 1.

After consultation and mutual agreement, it has been decided to remove from the list of products sold by Bayer in France a certain number of products which have not commanded large sales and are admitted by both sides to be of no interest.

A list of the products to be removed from the present selection will be agreed upon between Messrs. Vaillant and Brock, and Bayer will be informed.

Bayer Specialities not offered for sale in France.

Rhone-Poulenc was handed a list of the preparations manufactured by Bayer but not offered for sale in France. This list will be completed and presented in its final form at a later date. The decision as to which of the products on this list may be considered for transfer to Theraplix will again be made by Messrs. Vaillant and Brock.

Key Bayer products in accordance with convention II.

Each of the Bayer products as Rhone-Poulenc considers unsuitable for its own line will be taken over by Theraplix, whereby it will be agreed by both sides that Bayer is empowered to receive and particular cases for better exploitation through Theraplix.

Exploitation of Bayer products belonging to firms having friendly relations with Bayer.

Messrs. Vaillant and Brock will check jointly which preparations are to be transferred to Theraplix. Mr. Brock is in possession of the data concerning the preparations.

Key Rhone-Poulenc products not exploited by Spécia itself:

The decision on the transfer of these products to Theraplix will also be made by Messrs. Vaillant and Brock.

Interesting Preparations originating elsewhere.

Theraplix will be interested in these preparations likewise and the desirability of their transfer on the same basis will also be checked.

ISSUE OF LICENSES.

For all preparations taken over by Theraplix through purchase from the contracting parties or firms having friendly relations with the latter, a license fee of 10% of the gross purchase price will be paid by THERAPLIX to the sellers. The license fees are payable in the same way as under conventions I and II - i.e. quarterly - with one difference, namely, that payment to account is not considered necessary. (An agreement has still to be made with the management of THERAPLIX on this point). The fees for the preceding quarter must be calculated and

paid not later than two months after the end of the calendar quarter.

A complete list of products to be sold in future through Theraplix, grouped according to the various parties granting licenses and according to Theraplix's own products, must be sent to each of the contracting parties by the Control Committee jointly with M. Vaillant.

EXPORT -

The preparations transferred for sale to Theraplix by Bayer and firms having friendly relations with Bayer may be sold only in France, its colonies and mandated territories.

Other products may be exported freely. Exceptions must be regulated separately in each case.

TRADE NAMES AND FIRM NAMES. -

The members of Rhone-Poulenc agreed that in the case of preparations taken over for sale from Bayer or firms having friendly relations with Bayer, both the former trade name and the firm name of Theraplix shall appear. These preparations will therefore be sold under the names of both firms.

In cases where the trade name of a product manufactured by Bayer, or by a firm having friendly relations with Bayer, has been altered by mutual agreement, it is understood that the products bearing the new trade name shall be sold under the name of "Theraplix" only.

Trade names and manufacturers' names will remain in the possession of the former owner.

SUPPLY OF LICENSE PRODUCTS TO THERAPLIX. -

Until further notice the separate preparations will continue to be made in the manufacturing plants hitherto employed on them. Theraplix will be responsible for finishing them.

It was agreed that the cost price should be represented by the factory price plus 50 % increase and that no difference should be made between old preparations and those which were to be taken over for the first time.

In order to have a uniform basis for calculation, Rhone-Poulenc asked for the schedule which we generally use as a basis. We promised to send it to them.

PROFITABILITY OF THERAPLIX. -

Bayer suggests arranging the business so that a maximum dividend of 6 % per annum is paid on the nominal capital.

All profits in excess of this amount will be used to develop the business. All the groups participating in the conversion agreed to this proposal.

CONCLUSION OF LICENSE AGREEMENT. -

The new agreements to be concluded will be worked out by the parties granting the licenses and will be sent to Theraplix. The agreements will come into force on 1 January 1942.

DURATION OF AGREEMENTS. -

The agreements will be concluded for an indefinite period. Should Theraplix be liquidated or dissolved, the parties granting the licenses will have their rights restored.

- - - - -

The following points, which are outside the range of the questions connected with the conversion of THERAPLIX, were also discussed:

BLOCKED CLAIMS OF THERAPLIX. -

Rhone-Poulenc point out that these are exclusively South American claims and must be considered as being merely frozen. Bayer agrees to assist if necessary in the realization of these claims. In the meantime, it is not considered necessary to take advantage of this offer of help.

EUROPEAN SITUATION WITH REGARD TO PATENTS. -

The existing legislation for the protection of manufacturers of pharmaceutical products, which is universally acknowledged to be inadequate, led Bayer to make the following proposal: An international meeting of experts in the field of patent law will be called on a private basis. Representatives of Germany, France, Italy, Switzerland and Spain will be invited to attend. It is planned to work out at this meeting a general commentary on all questions of protection by patents, which will be passed on by the various representatives to their competent government authorities.

FOREIGN CAPITAL PARTICIPATIONS IN FRANCE. -

Enquiries are being made as to whether German capital participations in France in excess of 10 % require special sanction from Vichy.

RENUNCIATION OF CLAIMS FOR PAYMENT OF LICENSES FEES BASED ON OLD AGREEMENTS. -

Bayer renounces its claim to license fees based on the old agreements between Rhone-Poulenc and Bayer and accruing to Bayer from 1 September 1939 up to the date on which the new agreements come into force.

BAYER'S CONTRACTUAL AGREEMENTS IN FRANCE. -

Rhone - Poulenc is informed that agreements with a French partner are in existence regarding a certain group of products. Bayer is at present endeavoring to cancel these agreements, in order to be able to fulfil all its obligations under Agreement II.

SALES OF BAYER CHEMICAL PRODUCTS IN FRANCE. -

Bayer agrees to forego its claim to sell chemical products in future in France, its colonies and mandated territories in return for a single compensatory payment of 1,000,000 French francs. Rhone-Poulenc states its agreement.

BAYER - ORGANIZATION. -

Rhone-Poulenc is informed that the present Pharmaceutical Department of SOPI will cease to operate as from 31 December 1941. A new Bayer company with limited functions will be established in its stead.

.....

I. G. Farben Industry A.G.

Bayer

Department "F"

Leverkusen-Parben work

FB/IC

20 January 1942

Re.: Societe Theraglix

Your letter of 13 January

Enclosed please find a memo concerning the financial transactions planned or partly carried out for the purpose of acquiring the T. and or increasing the capital of this company .

You will notice that we deviated slightly from the original idea for practical reasons . The final result , however, conforms of course to the decisions reached jointly .

As shown by Mr. Faure-Seaulle 's note Mr. P. has already bought the T. on account of practical considerations an enumeration of which would be out of place here and would better be given to you by your Mr. J. Schmitz , which he is going to do .

For reasons stated by F.B. in paragraph 4 he will acquire his 2% at face value , i.e. without discount ; in paragraph 4 you will also find the answer to your question , posed at the end of your letter mentioned above .

This , will, by the way , explain the difference between the total amount of 28.560.000 frs. arrived at by you and the amount of 27.500.000 - 1.000.000 = Frs, 28.500.000 arrived at by F.B.

While writing those lines we are not able to answer your question whether it will be a portune to pay the full amount of the capital increase of 50 000 000 . We shall have an other discussion with our Mr. B. and take up this matter again to morrow .

To-day we only wish to inform you that in all likelihood we shall be unable to keep the date of 5 February. We have already informed your Mr. Schmits by telephone today, that the French government, as a matter of principle, agrees to the transaction intended, that it has, however, reserved its formal approval. We can not present here the reasons for this dilatory policy of the French Government; we only wish to hint that it is connected with the situation in general.

In addition, we should like to inform you that there are still differences of opinion in spite of Faure-Beaulieu's compromise proposition with regard to affixing the Bayer Cross. We hope that we shall succeed in overcoming the objections of the other side, here about this in the next letter.

With kindest regards

Memo

At present the fully paid up capital of the company Theraplix which was bought from Rhone-Poulenc

| | |
|--|-----------------|
| at a price of | Frs. 11.000 000 |
| amounts to | " 5 000 000 |
| It is planned to increase the capital to | " 50 000 000 |
| and the capital actually paid up to | " 30 000 000 |

Besides it is necessary that

- 1) both Farben and Rhone-Poulenc each hold 49 1/2 of the capital paid up to and to be paid up
- 2) Faure Desaulieu holds 2% of the capital paid up and to be paid up
- 3) the accounts paid, paid up and to be paid up by Farben und Rhone-Poulenc are identical
- 4) F.B. pays up his share of 2% at par value as he may be forced to give up his shares at any time not determined by him, it is necessary that he should not suffer a loss by reason of his obligation to take over the stock at par value. He would incur such a loss by subscribing over par. It is only right and just that F.B. making no profit should not be in danger of incurring a loss.

After having made these introductory remarks we find that the first operation named above will result in the following situation :

| | |
|---|-----------------|
| Rh. P. (Paid up by Rh. P. | Frs. 11 000 000 |
| (Rh.P.'s share of the total paid up capital | " 5 000 000 |
| Farben(Paid up by Farben | " 0 |
| (Farben's share of the capital | " 0 |
| F.B. (Paid up by F.B. | " 0 |
| (F.B.'s share of the capital | " 0 |

| | |
|---|-------------------|
| A second operation will result in an increase of the fully paid up capital to | Frs. 10.000 000.- |
| by increasing the capital by | " 5.000 000.- |
| to be paid up in full | |
| to be subscribed by Farben which will acquire the entire subscription right held by Rh.P. for | " 3.000 000.- |

Thereafter the situation will be as follows :

| | |
|---|------------------|
| Rh.P. (Outlay Rh.P. = Frs. 11 000 000 | |
| (less Frs. 3 000 000 (as a result of the sale | |
| (of the subscription rights to Farben | Frs. 8.000 000.- |
| (Rh.P.'s share of the fully paid up capital | " 5.000 000.- |

| | | | |
|------|-------------------------------|------|---|
| F.B. | { Payment F.B. | Frs. | • |
| | { F.B.'s share of the capital | " | 0 |

| | | |
|--|------|--------------|
| A third operation will result in an increase of the capital to | Frs. | 50.000 000.- |
| by increasing the capital by | " | 40.000 000.- |

To be resolved :

| | | |
|--|------|-------------|
| Subscription amounting to only 50% by | | |
| Rh. P. for frs. 19.500 000, 50% of which are to be paid up | Frs. | 9.750 000.- |
| Farben for frs. 19.500 000, 50% of which are to be paid up | " | 9.750 000.- |
| F.B. for frs. 1.000 000, 50% of which are to be paid up | " | 500 000.- |

The situation thereafter will be as follows :

| | | | |
|--------|---|------|---|
| Rh. P. | { Dutley Rh.P. frs. 8 000 000.- - { frs. 9.750 000.- { obligation Rh. P. (balance to be paid up) { Rh.P.'s share of capital paid up { 5000 000.- + frs. 9.750.000.- } | Frs. | 17.750 000.- 9.750 000.- 14.750 000.- |
| Farben | { Dutley Farben frs. 8.000 000. + { frs. 9.750 000.- { obligation Farben (balance to be paid up) { Farben's share of capital paid up { 5.000 000.- + frs. 9.750 000.- } | " | 17.750.000.- 9.750 000.- 14.750 000.- |
| F.B. | { Dutley F.B. { Obligation F.B. (balance to be paid up) { F.B.'s share of capital paid up | " | 500 000.- 500 000.- 500 000.- |

- 3 -

Summary

The final capital will thus amount to Frs. 50.000 000.-

It will be distributed as follows :

| <u>Capital</u> | <u>paid up</u> | <u>Nominal Value</u> |
|----------------------|----------------|-----------------------------|
| to be paid up | paid up | |
| Rh.P. 9.750.000.- + | 14.750.000.- = | Frs. 24.500.000.- i.e. 49% |
| Farben 9.750.000.- + | 14.750.000.- = | " 24.500.000.- i.e. 49% |
| F.B. 500.000.- + | 500.000.- = | " 1.000.000.- i.e. 2% |
| 20.000.000.- - | 30.000.000.- | Frs. 50.000.000.- i.e. 100% |

The amounts paid up by each one will be as follows :

| | | | | |
|--------|--------------|-----------|---|-----------------|
| Rh.P. | 14.750.000.- | 3.000.000 | = | Frs. 17.750.000 |
| Farben | 14.750.000 + | 3.000.000 | = | Frs. 17.750.000 |
| F.B. | 500.000 | | = | Frs. 500.000 |
| | 30.000.000 | 6.000.000 | = | Frs. 36.000.000 |

The obligations of each one are as follows :

| | |
|--------|------------|
| Rh. P. | 9.750.000 |
| Farben | 9.750.000 |
| F.B. | 500.000 |
| | 20.000.000 |

I.e. a total for every one :

| | <u>amounts paid up</u> | <u>remaining obligations</u> | <u>total</u> |
|--------|------------------------|------------------------------|------------------|
| Rh. P. | 17.750.000.- + | 9.750.000 = | Frs. 27.500.000 |
| Farben | 17.750.000.- + | 9.750.000 = | " 27.500.000 |
| F.B. | 500.000.- + | 500.000 = | " 1.000.000 |
| | 36.000.000.- | 20.000.000 = | Frs. 56.000.000. |

Translation .

Agreement

Between the undersigned :

I.C. Farbenindustrie Aktiengesellschaft
Societe des Usines Chimiques Rhone-Poulenc
Jean Jaques Bernard Faure-Senulieu

the following has been agreed :

The above parties have agreed to hold jointly the entire stock of the Societe Theraplix amounting to 5 million francs . This company is in the business of manufacturing and selling pharmaceutical products .

The parties obligate themselves to use their whole influence and power , both as shareholders and as administrators, in order to make possible the taking of the following measures for the organizing of the company .

I. A comite consultatif et de control will be established by the supervisory board . Its official purpose will be the following :

- 1.) To advise the board of directors as well as the president and possibly the general director on all questions they may ask.
- 2.) To control the carrying out of decisions of the board of directors, of the president , the general director as well as regarding the regular course of business

This committee will be composed of :

Mr. Faure-Senulie , president
a member appointed by Farben , secretary
a member appointed by Rhone-Poulenc .

A majority of the members present will decide; if only two members are present, they must agree.

The following have been chosen as the first members :

By Farben : Herr Brock
By Rhone-Poulenc - Herr Barrol .

II. The secretary of the committee will practically fulfil a permanent mission ; he has to be given information about all affairs of the company , he may summon all agents

and question them and he may ask that he be shown all documents

- III.) Likewise it has been agreed that for all practical purposes neither the board of directors nor the president nor the general director may take an important decision without consulting the committee or in rush cases the secretary .
- IV.) Monthly conferences will be held between the Comité consultatif and the directors of Theraplix for the purpose of carrying out the present agreements. They will be held in addition to the permanent contact which may, in rush cases, be established with the permanent secretary of the Comité consultatif, who must in all cases concerning Bayer products be consulted and whose view has to be taken into consideration .
- V.) In case of a conflict between the board of directors, the president or the general director on the one side and the Comité consultatif on the other side, the parties will agree on measures to be taken .

Executed in three copies in good faith in Paris .

Affidavit

I, Werner Schmitz, residing in Sappart-al-Barmen, Eschenstr. 105, born on 7 May 1903, after having been warned that I will be liable to punishment for making false statements, state herewith under oath, of my own free will and without coercion, the following, which is to be submitted to the Military court VI in Muenberg:

1) Since 1 January 1921 I have been an employee of the Farben works (formerly Friedrich Bayer & Co.), later I.G. Farbenindustrie Aktiengesellschaft, Leverkusen. Within the sales combine Bayer my job was Prokurist and manager of the sales department B 2 (Italy, France and Belgium) and from 1940 on of B 3 (Holland, Switzerland, Spain and Portugal).

2) From my recollection and on the basis of documents at my disposal in Leverkusen and Elberfeld I am able to state the following concerning the question of handing over prescriptions regarding products to be delivered to the French contracting partners Rheno-Poulenc and Theraplix and the visits of the French gentlemen to the works of Farben.

Promises made in both agreements regarding the exchange of new products and the handing over of the standard line were fulfilled by Bayer in the most loyal way and without reservation by delivering the following information to the French partners:

1) Chemical manufacturing and production processes.

2) Manufacturing and production processes with regard to the use of apparatuses.

3) Testing methods

4) Medical experiences and exposures

After the conclusion of agreement 2 the firm of Rheno-Poulenc thus received the processes for producing the three products Dolantin, Evipan Natrium and Periston above and all other information named above in fulfilment of the agreement as requested.

In the same manner the firm Theraplix obtained the entire information named above for the 52 different Bayer products or preparations enumerated below

| | |
|------------------------|-------------------------------|
| Acidol-Pepsin | Fedutin P. |
| Adalin tablets | " coated tablets |
| Bioferrin | Panflavin pastils |
| Butolan tablets | Pantocain solution in bottles |
| Campolon | " tablets |
| Combral tablets | " ampuls |
| Cortasil in oil | Par-abrodil ampuls |
| Cyren B forte solution | Phenodora tablets |
| Cyren B forte tablets | Pralolan coated tablets |
| Dolantin Suppositories | Privot coated tablets |
| Elityran | Prolan dry ampuls |
| Erugon- coated tablets | Proxinal tablets |
| Evipan-Natrius-ampuls | Proxinalletten |
| Evipan-tablets | Protargol eye drops |
| Festal coated tablets | Revas pastils |
| Gardan tablets | Rivanol tablets 0,1 |
| Helmitol tablets | Rivanolletten coated tablets |
| Ispitrel ampuls | " (for children) |
| Istixin tablets | Salyrgan ampuls |
| Kreasival | " Suppositories |
| Larcinol ampuls | Theocinal tablets |
| Larcinol drops | Tonophosphan ampuls |
| Labisan pearls 0,35 | (various dos.) |
| Luminal tablets | Torantil coated tablets |
| Luminalletten | Veronal tablets |
| Luminal solution | with and without cocoa |
| Lutren solution | Vigantol coated tablets |
| Pitigal | " solution |
| Natriustrit tablets | " forte |
| Neostibosan dry ampuls | Yasan coated tablets |
| Novalgine solution | " solution oil |
| | Yatren pills |

All these prescriptions always represented the latest developments . If, in the course of time , processes were changed or improved Theraplix or Rhone-Poulenc received from us the corresponding new prescriptions . Sometimes , following the handing over of prescriptions , a correspondence with the French partners developed in the course of which information requested was given in a more accurate form . The testing laboratories in Hoechst and Elberfeld were available to Rhone-Poulenc and Theraplix for

the testing of products manufactured in accordance with our processes, Bayer always endeavored to transmit as quickly as possible results of tests to the French partners. Bayer has borne the cost of tests without charge to the French firms.

Representatives of the French contracting firms were given every opportunity of seeing and learning everything worth knowing with regard to products delivered to them or to their manufacture and application. In the spirit of an unreserved and friendly collaboration with both French firms Parben has, in this case, opened their works otherwise guarded carefully, to the representatives of the French firms and has shown them manufacturing and production processes never before shown to any representative of a foreign firm.

I have carefully read the foregoing statement and have signed or initialed each of the 2 pages in my own handwriting.
I hereby declare under oath that in this affidavit I have said the full truth to the best of my knowledge.

Leverkueon, 18 February 1948.

signed Werner Schmitz

I hereby certify that the above affidavit has been signed before me by Herrn Werner Schmitz known to me to be the person having made the above statement.

signed Dr. Christian H. Tuerck
Attorney at Law and Assistant Defense
Counsel at the Military Tribunal VI
Nuernberg.

A f f i d a v i t .

I, Josef Schmitz, born 28 March 1894, residing in Leverkusen-Schlebusch III, Hans-Sachs-Strasse 25, after having been warned that I will be liable to punishment for making false statements declare herewith under oath of my own free will and without coercion the following to be submitted to the Military Tribunal VI in Nuremberg:

I am with the I.G. Farbenindustrie and/or the Sales Association Pharmaceutics in Leverkusen since 1914 and since 1943 I belong to the directorate (Direktion). I am director of the Department F which had led the administration of the financial interests of the I.G.-Farben in other firms of the business-branch of the "Bayer" Sales Association, Leverkusen.

The financial interests of I.G.-Farben in the Theraplix S.A., Paris, also came under the Department F.

The cooperation with the Theraplix S.A., Paris, was always pleasant. This no doubt was partially the result of our readiness to help repeatedly demonstrated by us and our endeavors largely to meet the wishes of the French gentlemen. We supported the Theraplix in every manner possible for us as may be seen from the following examples:

(1) Upon the suggestion of the Theraplix, contrary to our original agreement, we did not insist upon having the Bayer-cross applied on the Bayer-Preparations taken over and put on the market by the Theraplix. In view of the fact that the Bayer-cross was known the world over as the mark of the Bayer pharmaceuticals, this was a specially worthy decision.

(2) We rendered valuable assistance to the Theraplix by supplying them with the Bayer-preparations they were carrying and the raw-materials for the manufacture of their own products on a priority basis.

(3) Having been informed that at the start of 1942 the authorities in Paris had given orders to stop the work on an expansion project of the Theraplix, we immediately contacted the German authorities and succeeded in having this order revoked.

(4) On the occasion of personal visits of the gentlemen of the Theraplix at our plants in Leverkusen, Elberfeld and Bechthel, they were openly informed on technical experiences in the manufacture of pharmaceutical preparations. In addition the Theraplix received the particulars for the manufacture of a number of "Bayer" preparations to be produced in Paris.

(5) Our Paris liaison-office supported the endeavors of the Thurglix to receive recognition by the German authorities as a "Preferential Plant" (Vorzugsbetrieb). The recognition thus obtained assured the Thurglix of special consideration in the allocation of raw-materials and electric current.

(6) Our Paris liaison-office succeeded with the German authorities in lowering the contingent of workers to be supplied by the Thurglix for the utilization of labor in Germany.

I have carefully read pages 1 - 2 and have signed them. I declare under oath that I have told the pure truth in this declaration.

Leverkusen, 9 February 1948.

(signed) Josef Schmitz.

Signed before me on the 9th of February 1948 in Leverkusen by Herr Josef Schmitz, known to me as the person who gave the above affidavit.

(signed) Dr. Christian A. Suork
Defense Counsel Assistant
at the Military Tribunal VI
Munich.

"Bayer"-Products

S.A.P.L. au Cap. de 350,000 FF!
16 RUE D'ARTOUS, PARIS -8^e
TEL. ELY.: 79-83

B
A
BAYE
E
P

Directionabt. Paris, 27 January 1943
Bayer
-7-11-43-9
No. 32 2077

PS

J. Lagde
Pharmacist

Vandritten Wass

"Bayer"
Dept. F

LEVENHES-1, G. Merk

Comite Consultatif.

Enclosed we are sending you the notes of the sixth meeting of the Comite Consultatif of 23 January 1943. We would like to state our attitude with regard to the following points:

Relieve.

The undersigned has in the meantime succeeded to have a leader (leiter), a foreman and a cabinet-maker of the Theresien firm deferred so that the Theresien plant is not as much affected as it would have been without the said intervention.

Orders from the Organization Todt and the Army Medical Supply Depot.

We refer to your communication No. 8 of 18 January 1943 which has arrived in the meantime. We attach greatest importance to the orders of the German offices because this makes it easier for us to have the Theresien listed as a "B-plant" (Preferential Plant). However, we can understand your interest in supplying certain products directly.

Your letter regarding this we shall answer elsewhere.

Building Projects.

We think that in spite of the confronting difficulties we shall succeed in obtaining the permission to build after reducing the original plan to one half.

Most cordially
(signed) Signature.
"Bayer"-Products.

Receiving stamp Teyha-Buero
23 February 1944.

Illegible handwritten remarks.

Call from Direktor Schmitz, from Leverkusen, on 19 February
1944, 1045 hrs.

handwritten: ee.

At the Theraplix in Paris work has been going on for some time on
a building for enlargement. Orders from the civil authorities demand
that this project be discontinued. Herr Brock asks to be informed
whether in the opinion of Herr Professor Foerlein it would be justifi-
fiable, in view of Gampolon, to stress the importance of the Theraplix
project in connection with the war, so that the District Chemistry
Office would be able to obtain a consideration in favor of it.

(Handwritten original correct: Settled by phone, 21 February 1944)

I, person, in view of the opinion that one should decline the ge-
neral production of the Theraplix, with special emphasis upon the pre-
parations taken over from us, as important in supplying the population
with medicines and then on the basis of these reports should try
to get a favorable consideration from the District Chemistry Office.

(Handwritten: Agreed, settled)

C o p y .

T e l e g r a m

9 March 1944.

Bayerpharma

Paris.

Theraplin building project stop Reichsstelle will today by telegraph support continuing of building with Majestic stop contact Majestic to forward telegram if necessary to the proper authority stop Possibly you will also receive direct information from Reichsstelle Chemistry.

BAYERPHARMA.

C o p y .

T e l e t y p e

Urgent.

at the V i n a in Berlin, 7 March 1944.

Theraplin, Paris. Construction project for enlargement dimension 100 sq - first story completed except ceiling - which had been approved by the Prefecture de La Seine, 5 March 1944, had to be discontinued according to a regulation of 14 November 1943. Paris obtains special permission to continue building if a request of the Reichsstelle Chemistry favoring it, is received in Paris by 10 March 1944. In view of the importance of Theraplin in supplying pharmaceuticals, which as is known also has the distribution of our products for France and manufacture some of them, we request the necessary support and its forwarding by telegraph to Majestic, Paris. Request you report results by teletype.

BAYERPHARMA.

(signed) Schnitz.

A f f i d a v i t .

I, Josef Schmitz, born 28 March 1894, residing in Leverkusen-Schlofusch III, Hans-Sachs-Strasse 26, after having been warned that I will be liable to punishment for making false statements declared herewith under oath of my own free will and without coercion the following to be submitted to the Military Tribunal VI in Thurnberg:

I am with the I.G.-Farb-Industrie and/or the Sales Association Pharmaceutics in Leverkusen since 1914 and since 1943 I belong to the directorate (Direktion). I am director of the Department F which handled the administration of the financial interests of the I.G. Farben in other firms of the business-branch of the "Bayer" Sales Association, Leverkusen.

The financial interests of I.G. Farben in the Theraplix S.A., Paris, also came under the Department F.

The extraordinary increase in the sales of the Theraplix after the I.G. in 1942 became financially interested in the firm was due essentially to the sale of Salfo-preparations, the development of which sales had been made possible through the large quantities supplied by I.G. and also through the sales of the Bayer-products which had been taken over. This is clearly brought out in the following sales development:

| Calendar-year: | Total sales: | | |
|--------------------|--------------|--------------|--|
| 1941 | ffrs. | 26,757,202.— | |
| 1942 | " | 53,957,013.— | |
| 1943 | " | 86,671,257.— | |
| 1944 1st half-year | " | 46,521,517.— | |

| Fiscal-year: | Total sales: | Salfo-preparations: | Bayer-preparations: |
|--------------|--------------------|--|---------------------|
| ----- | ----- | ----- | ----- |
| | | (made possible mainly through I.G. supplies) | --- lions: --- |
| 1940/41 | ffrs. 20,930,696.— | unknown | — |
| 1941/42 | " 39,057,026.— | " | — |
| 1942/43 | " 66,479,856.— | 29,094,915.— | 4,595,794.— |
| 1943/44 | " 97,033,986.— | 51,036,421.— | 15,756,952.— |

In spite of this considerable contribution which also had its effect on the development of the profits

| | | |
|-----------------------|-------|---|
| Gross Profits 1941/42 | ffrs. | 5,207,967.95 |
| " 1942/43 | " | 9,330,605.65 |
| " 1943/44 | " | 20,000,000.— (estimate based on gross profits from 1 July 1943 - 30 April 1944 = ffrs. 15,088,121.40) |

we were for the fiscal year 1942/43 content with a dividend of 4.2 %

minus a 30 % tax. This attitude was in accordance with the proposition made by us already at the Paris conference of 11 November 1941 which had been recorded as follows:

"Eber proposes that business be so conducted that the annual rate of interest on the nominal capital should at the most be a dividend of 5 %. Profits beyond this amount are to be used for enlarging the business. All the participating groups voted in favor of this proposition."

I have carefully read pages 1 - 2 and have signed them. I declare under oath that I have told the pure truth in this declaration.

Leverkusen, 11 February 1948.

(signed) Josef Schmitz.

Signed before me on the 9th of February 1948 in Leverkusen by Herr Josef Schmitz known to me as the person who gave the above affidavit.

(signed) Dr. Christian F. Tuerck
Defense Counsel Assistant
at the Military Tribunal VI
Nuremberg.

A f f i d a v i t .

I, Dr. Josef Grebel, born 25 October 1891, residing in Op-laden, im Frankenberg 3, after having been warned that I will be liable to punishment for making false statements, state herewith in lieu of oath, of my own free will and with-out coercion the following to be sub-mitted to the Military Tribunal VI in Nuremberg:

(1) I started work with the I.G.-Farbenindustrie on 15 March 1936 and have since 1 May 1936 been the Direktor of the European phar-maceutical foreign business. Since 15 February 1945 I have not worked for the I.G.-Farbenindustrie any more.

(2) After the agreements 1 and 2 had been signed interdependent-ly the question arose of what could be done with the remaining mer-chandise. In connection with our basic pre-war conception of establish-ing a French company for selling and manufacturing it was quite natural to think of connecting with Rhone-Poulenc in continuation of agreement 1 and 2. Certain deliberations about turning the remaining merchandise over to Rhone-Poulenc were without success until the idea came up to establish a joint sales association in which Rhone-Poulenc and we would be participants. After discussing it at length the French side suggest-ed the Theraplix firm with whom apparently the President of Rhone-Pou-lenc, Guisson, had connections or was financially interested. In the further negotiations it was Herr Direktor Josef Schmitz, the head of the Department F (foreign firms) who led out in this part of the trans-action. I was only quite generally informed. As far as I can remember Bayer originally had wanted to participate with 51 %. Finally however an agreement was reached to the effect that Bayer as well as Rhone-Pou-lenc each had 49 %, the remaining 2 % went to Herr Feure Camilleu in view of his many sided, valuable efforts in bringing about this friend-ly agreement. He was confidential advisor of both Bayer and Rhone-Poulenc. The amount required for the 2 % share was placed at his dis-posal by Bayer as a loan. Besides the fact that the determining 2 % were held by a Frenchman, the French influence was moreover guaranteed, insofar as the business management and the personnel of the Theraplix which consisted exclusively of Frenchmen, were kept on.

In turning over the remaining merchandise to Theraplix it became necessary to give this new firm a far reaching insight into certain parts of our manufacturing regulations and on the other hand also placing at its disposal important regulations for production. This, the last thing for any chemical factory to part with, was done candidly and openly in view of and in the logical conclusion of our agreements 1, 2 and 3. Only if the two partners cooperated without reserve and in full confidence without taking into consideration the events of the war, could these agreements show a healthy growth. We were of the opinion that our frankness, willingness and our concessions of all sorts in the line of business, science and manufacture, with like candidness and disclosures from the opposite side, would guarantee our interests as well as those of Rhone-Poulenc.

I have carefully read the above statement and have signed each of the two pages.

I declare in lieu of oath that I have stated the pure truth in this affidavit.

Opladen, 1 February 1948.

(signed) Dr. Josef Grobel.

Signed before me by Herr Dr. Josef Grobel as the person who has given the above affidavit.

(signed) Dr. Hugo Schramm
Attorney-at-Law and Defense-Counsel.

AFFIDAVIT.

I, Dr. Josef G r o b e l, born on 26 October 1891 residing at Opladen an Frankenberg 2, have been cautioned that I render myself liable to punishment by making a false affidavit. I declare under oath, that this statement has been made voluntarily and without coercion in order to be submitted as evidence to the Military Tribunal VI in Nuremberg, Germany.

- 1.) On 15 March 1926 I started to work for the I.G. Farbenindustrie and since 1 May 1936 in the capacity of a director I was in charge of the European pharmaceutical foreign business. On 15 February 1946 I resigned from my position with the I.G.
- 2.) During our first visit to Paris, our former scientific colleague Dr. BINET who had been with us for many years, called on us. He had gone over to the firm of Rhone-Poulenc after France had declared war on Germany. Referring to his many years of faithful services he offered his services again. . . . As far as I can remember Herr Dr. BINET had already been dismissed from the Rhone-Poulenc because they had no work after the capitulation. I promised Dr. BINET to re-employ him under the condition that the Rhone-Poulenc had no objections. Under the special circumstances I was not quite clear about the legal position of the relationship between BINET and Rhone-Poulenc and therefore I made this reservation.

I want to point out once more that the signing of the agreements 1, 2 and 3 which were in organical connection caused great satisfaction with all the gentlemen of the Rhone-Poulenc, including the gentlemen of the Theraplix with whom I had to deal in the course of the negotiations. As a characteristic I want to add that Mr. Bo was considered by us to be a very great opponent of Germany. In his frank ways Mr. Bo had told me and other gentlemen that he got a quite different impression of us Germans on account of the obliging way in which we discussed with them the military and political situation. This was no spontaneous expression of feelings by Mr. Bo, but an honest and frank recognition of our attitude.

Our agreements showed the tendency of Rhone-Poulenc to sign other favorable contracts with other I.G. departments regarding plastics, resins etc. which should be based on the Bayer-agreement. These negotiations did take place in Frankfurt but led nothing as far as I can remember.

**** to take him back into our service for the Bayer-business in France, as the entire situation had changed completely.

I remember that in the course of our discussions with the Frenchmen the protection of patents for pharmaceutical products was necessarily mentioned. On that occasion I learned that the French wanted to bring about an amendment of the law concerning the Protection of Patents in France. Our views in this respect were absolutely the same. This was very interesting for me in view of the facts that the granting of a protection of patents to the Rhone-Poulenc would even be of great advantage as far as its domestic business is concerned. I recall that Mr. Bo had informed us several times about this matter about which the French pharmaceutical industry was greatly concerned and had told us that two gentlemen of the Rhone-Poulenc belonged to the French commission, studying the amendment of this law. The amendment plans of the French corresponded with our concurrent efforts and the endeavours of the French commission led, as far as I can remember, to the amendment of the law in 1944 and to the inclusion of the pharmaceutical products into the Law concerning the protection of patents.

When we first got in touch with the Rhone-Poulenc on 29 November 1940, a general discussion concerning the possibility of our taking a financial interest, as well as about the problems regarding the establishment of a possible joint sale association ^{with arrangement}. Both discussion points were rejected by the gentlemen of the Rhone-Poulenc. The reasons they gave were absolutely understandable to us. Under these circumstances a successful discussion was at this time out of questions and I was glad when Mr. GRILLET from Rhone-Poulenc took up the thread of the interrupted discussion on his own initiative and developed a plan which led in its further development to the contract No. 1. At that time I was very surprised that Mr. GRILLET approached us with such a positive suggestion and put down on the table a list with the names of the products in question in which the annual amounts to be paid for licences had already been figured out in percentages by the Rhone-Poulenc, as far as I can remember.

I do not have before me the exact records of the letters which we exchanged with Rhone-Poulenc. In spite of it I can recall that there was a logical and consequent connection between the agreement one and two which had been signed with Rhone-Poulenc and I do not doubt that before the agreement 1 had been signed, the broader outlines for the agreement No. 2 had been discussed and settled.

I have carefully read the foregoing deposition and have initialled or signed each of the two pages in my own handwriting.

I declare under oath that the statements which I have made in this affidavit are the full truth.

Opladen, 1 February 1948

signed: Dr. Josef GREBEL

This affidavit was signed in my presence by Dr. Josef GREBEL whom I have identified as the person who has made the above affidavit.

signed: Dr. Hugo SCHRAMY
Attorney-at-Law and Defense Counsel.

AFFIDAVIT

I, Guenther HAUSEN, born on 13 August 1894, resident in Leverkusen-Schlebusch, have been cautioned that I render myself liable to punishment by making a false affidavit. I declare under oath, that this statement has been made voluntarily and without coercion in order to be submitted as evidence to the Military Tribunal VI in Nuremberg, Germany.

I.) I started my work as book-keeper in the then Badische Agilin- und Sodafabrik on 1 April 1923 and was transferred to Leverkusen in 1930. In 1932 I became procurist and was charged with the management of the "Bayer"- sales bookkeeping department.

II.) In order to pay the interest which the I.G. had in the Theraplix S.A, the banking department which was a sub-department of the sales bookkeeping department, made in its letter of 28 November 1941 a written application to the Zefi (Central Finance Administration) in which it requested the granting of/currency permit. This application reads s.o. as follows: The sum which is to be spent should be transferred to France by clearing. In its application to the Reich Ministry of Economics of 6 December 1941, the Zefi makes the request "to authorize the foreign currency control office to grant us the permission to transfer to France Reich Marks equivalent to ffrs. 28,560,000 by means of the German-French clearing.

On 9 December 1942 the Zefi informed us that ^{it} repeatedly had discussed the contents of the letter dated 28 November with the Reich Ministry of Economics and states s.o., "The necessary money taken from occupation funds will be put at our disposal by the Reichsbank which will receive the money from a French bank." In the currency permit of the foreign currency control office of 5 January 1942 which was enclosed in a letter of the Zefi to Bayer of 5 January 1942 permission was granted "to pay the amount necessary for the purchase of these shares in Reich Marks into the account No. 742 "Gerechthandelsengesellschaft Berlin G 111" at the German Reich Bank Berlin which will forward it to the Reichkreditkasse in Paris.

We could not make use of the currency permit straight away because we had to obtain first the consent of the Artistic-commission and of the French Government. In the meantime the currency permit was changed with regard to the "interest of the I.G." in the Theraplix S.A. to the effect that the sum of ffrs. 24,440,000 should be paid by clearing. The Zefi confirmed the clearing payment of ffrs. 24,440,000, control number 46 479 in a telegram of 3 August 1942 and debited Bayer with RM 1,223,228 in a statement of 4 August 1942.

From this it is evident that the sum of ffrs. 24,440,000 reached the Theraplix S.A. by clearing.

The clearing was used for the settling of the reciprocal claims and liabilities with other countries with which a clearing and payment agreement had been concluded. The German clearing accounts were kept by the Deutsche Verrechnungskasse which was subdepartment of the Deutsche Reichsbank.

From the interest of the I.G. in the Theraplix ffrs. 60,000 were earmarked for the French chemists

Jean Logue
Robert Dobon
Estachy

all in Paris, who as members of the Verwaltungsrat of the Theraplix S. A. had to have a legitimate part. The transfer of this sum of ffrs. 60,000 was made by the Zefi via the Deutsche Laenderbank and the Reichskreditkassa by virtue of the currency permit.

I have carefully read the foregoing deposition and have initialed or signed each of the two pages. I declare under oath that the statements I have made in this affidavit are the full truth.

Leverkusen, 29 January 1948

signed: Signature.
(Guenther H e u s e n)

Signed in reference by Herr Guenther H e u s e n who has been identified as the person who has made the above affidavit.

signed: Signature.
(Dr. Christian H. TIERCK)
Defense Council Assistant
at the Military Tribunal at Aachen.

Copy

To the Banking department

Levarkusen, 12 June 1942

Subject: Interest in the Societe Generale d'Applications Treapeutiques "Theraplix", Paris
Letter of the Oberfinanzpräsident, Foreign Currency Control Office, sphere of work: 10/bb' No. 15 Berlin.

The arbitrage commission has informed us in the meantime that the commission and also the French government have agreed to the acquisition of the interest in the firm Theraplix.

Pursuant to the permit granted on 5 January of this year which was prolonged to 31 July 1942, we request you to see to it that

RM 1, 275, 000 (in letters of: RM one million two hundred and seventy five thousand) -

nom. ffcs. 25,500,000 (in letters of: French francs twenty-five million five hundred thousand)

will be transferred to the account No. 742 of the "Warenhandels-gesellschaft Berlin G III" at the Deutsche Reichsbank, Berlin which will forward it to the Reichkreditkassa Paris, where it will be at the disposal of

Herr Fritz B r o c k
Suppl. Department, Pharmaceutique
15 Rue de Artois
Paris VII

In view of re-valuation of the Theraplix and the transfer of ownership in trade-marks to the firm of Rhono-Poulenc not ffcs 25,500,000 (in letters: French francs twenty-five million five hundred thousand but only 25,500,000 (in letters : French francs twenty five million five hundred thousand)

as stated above, more needed for the purchase of the share of 51%. The percentage of the interest remains, however, unchanged i.e.

49% (in letters: forty-nine percent) will be acquired by us directly and

2% (in letters: two percent)

will be acquired for us by Lr. Faure - Beaulieu.

Document Mann No. 610
Exhibit No.

Our partners would appreciate to be able to dispose about the money in Paris if possible around the 20th to 25th of June.

According to instructions we enclose to this letter a list of the leading personalities of the French enterprise; also the requested balance account.

We request you to inform us of the fact that this matter has been taken care of.

"Bayer"
Special-Department F
signed: SCHITZ.

Copy.

German
Armistice Delegation for the Industry

Wissbaden.
Paris, 17, Avenue d'Jena,
15 June 1942.

Delegation for the Industry No. 3980/42 P.

Re.: Participation of the "Bayer" - I.G. Farben Industry in the
Thorelix.

Managing Department "Bayer"
24 July 1942 7 - 8
Arrived.

Legal Department
2 July 1942.

In the following I want to inform you of the settlement which has
been reached on 5 June 1942 - Delegation for the Industry, No. 3837/42
P - and which has been confirmed by the French delegation with a note
of 10 June 1942 - No. P 749/LI. - containing the same text:

"The firm of "BAYER" I.G. Farbenindustrie, Leverkusen, takes
over 49.5% of the share capital of the Thorelix firm of Paris,
totaling 50 million French francs. The equivalent in the
amount of 24.5 million French francs will be transferred to
France on the basis of the German-French settlement negotiations."

By order
(signed)

To the firm of
"BAYER" - I.G. Farben Industrie
attention Herr Brock,
P a r i s - 5^e
16, Rue d'Artois.

A f f i d a v i t

I, Guenther Hansen, born on 13 August 1894, residing at Leverkusen-Schalbuseh I, have been cautioned that I render myself liable to punishment by making a false affidavit. I declare under oath and voluntarily, without having been subjected to any duress, the following which is to be used as evidence at the Military Tribunal No. VI at Nuremberg:

- I) On 1 April 1923 I entered the services of the then Badische Anilin- und Sodafabrik as a bookkeeper and in 1930 I was transferred to Leverkusen. In 1932 I received power of attorney to sign and was entrusted with the management of the sales bookkeeping department of "Bayer".
- II) Shipments and claims resulting from the accounts concerning licenses to the firms
Societe des Usines Chimiques Rhone-Poulenc, Paris,
Societe Parisienne d'Expansion Chimiques Specia, Paris,
Societe Generale d'Applications Therapeutiques "Theraplix", Paris,

were entered in the account-current book which was kept for each firm in our bookkeeping department for customers, a sub-department of the sales bookkeeping department. Incoming payments which reached us via the Reichsbank i.e. via the official German-French Clearing were credited to these accounts thus balancing off those entries.

The shipments of the French firms to us were entered by the bookkeeping department for suppliers, a sub-department of the plant bookkeeping department in Leverkusen. This department also made the payments to France, which, as far as I know were also effected via the German-French Clearing.

I know of no irregularities to have occurred in the course of the payment for deliveries and licenses from either side.

I have carefully read the above statements and signed and initialed both pages with my own hand. I declare under oath that the statements made in this affidavit are true.

Leverkusen, 29 January 1948.

(signed) (Guenther Hansen)

Signed before me by Herr Guenther Hansen, the person who wrote the above affidavit.

(signed) (Dr. Christian H. Tuerck)
Defense Council Assistant at the
Military Tribunal VI, Nuremberg.

A f f i d a v i t .

I, Josef Schnitz, born on 28 March 1894, residing at Leverkusen-Schlebusch III, Hans-Sachs-Strasse 26, know that I make myself liable to punishment if I submit a false affidavit. I declare voluntarily and without having been subjected to any duress, the following, to be used as evidence at the Military Tribunal VI at Surenberg:

Since 1914 I have been working for the I.G. Farben or rather for the Sales Organization ~~Management~~ at Leverkusen and since 1943 I have been a member of the Board of Directors. I am the head of department "F" which used to be occupied with the administration of I.G.'s holdings in other firms of the business branch of the "Bayer" Sales Organization, Leverkusen.

I.G.'s holdings in the Theraplix S.A., Paris, were also handled by department "F".

In November 1941 I was first asked to attend the negotiations with Theraplix. During the conference of 11 November 1941, which took place at Paris and which I attended, the ratio of participation was fixed in a way that Rhone-Poulenc and I.G. Farben Bayer would each take over 49 % and 3 % would be held by Faure-Berthieu. I had some inside information to the effect that Herr Faure-Berthieu was, according to former agreements, to retain his 3 % as a trustee for the I.G. The consent of the German Government authorities was requested and received in consideration of the facts. I.G. was also interested to receive a written statement by Faure-Berthieu to the effect that he was in possession of his 3 % as a trustee for I.G. Farben. In the meantime, however, the French Government, too, had asked Rhone-Poulenc to guarantee that Faure-Berthieu should only be allowed to sell his shares with the consent of Rhone-Poulenc. About the end of December 1941 I.G. Farben, upon the urgent requests of Paris, also agreed to Faure-Berthieu's giving a guarantee to Rhone-Poulenc according to which he could sell his shares only with the consent of the two partners Rhone-Poulenc and I.G. Farben Bayer. On the other hand I.G. Farben had several negotiations with Faure-Berthieu with regard to his position as the holder of 3 % of the shares. There were conferences with Faure-Berthieu in February 1942 in the course of which I.G. Farben Bayer requested an option on Faure-Berthieu's 3 % of shares and an acknowledgment of the amount to be paid for those shares. Faure-Berthieu however refused to draw up those documents and, in his letter of 27 April 1943, he merely stated that he considered himself obliged to transfer his shares only to a Frenchman acceptable to I.G. Farben Bayer. This right of option

had to be exercised by I.G. Farben Bayer, in case Faure-Beaulieu should relinquish his position as Administrateur or in case of his death. With letter of 25 July 1942 I.G. Farben gave their consent to this statement of 27 April 1942. With letter of 5 May 1942 Faure-Beaulieu informed I.G. Farben Bayer that he had given a similar declaration - lettre similaire - to Rhone-Poulenc. In effect, any transfer of the 2 1/2 of shares was thus only possible if both, Rhone-Poulenc and I.G. Farben Bayer, gave their consent.

Regardless of this settlement I.G. Farben Bayer, in accordance with their former promise and because of an already existing permission to transfer foreign currency, offered the sum of one million French fra. According to a letter of Bayer to Faure-Beaulieu of 7 May 1942 this amount was granted as an advance payment on which no payments of interest would be required and which was to be paid back within six months after termination of Herr Faure-Beaulieu's function as Administrateur of the Theraplix. Faure-Beaulieu confirmed this agreement by letter of 28 July 1942. With letter of 9 June 1942, addressed to Leverkusen, Dr. Faure-Beaulieu informed them that according to the agreements already established in the contract of 4/19 February 1942 between Rhone-Poulenc and I.G. he was, by virtue of his capacity as a shareholder, delegating Professor Delepine to be a member of the Board of Administrators of the Theraplix. He would consider our confirmation of the agreement of 4/19 February 1942 as a consent to issue 20 shares of Theraplix to Prof. Delepine who needed those in accordance with his obligations assumed through letter of 27 April 1942. By letter of 16 June 1942 addressed to Sopi, I.G. Farben Bayer gave their consent.

The above-mentioned letters of Faure-Beaulieu of 27 April 5 May, 9 June and 25 July 1942 addressed to I.G. Farben Bayer and those of I.G. Farben Bayer of 7 May and 25 July 1942 to Faure-Beaulieu as well as that of I.G. Farben Bayer of 16 June 1942 to Sopi are the last letters and contain the final arrangements with Faure-Beaulieu with regard to the above-mentioned matters.

I know of no other written or oral agreements with Faure-Beaulieu concerning his 2 1/2 shares in the Theraplix.

Although this settlement was different from the previous arrangement with regard to the planned position of Faure-Beaulieu as a trustee of I.G. Farben, the I.G. left it at that in order not to endanger the otherwise good relationship with the French partners. In dealings with the German authorities the first version with regard to the 2 1/2 shares was also maintained. Otherwise there would have been a danger that the German authorities and especially the SS Foreign Organisation (AO) would have withdrawn their necessary consent to

this agreement and also the permissions with regard to foreign currency regulations necessary for this particular transaction.

For the same reasons the books of I.G. Farben Bayer kept the 2 1/2 shares of Faure-Besaulieu entered under the name of Faure-Besaulieu as a separate participation.

The contract with Theraplix itself was signed on 4/19 February 1942. At that time no agreements existed between Faure-Besaulieu and I.G.-Farben Bayer with regard to his position as a trustee. As already mentioned before, on 27 April and 6 May 1942 (i.e. about two months after the Theraplix contract was signed) Herr Faure-Besaulieu made the aforementioned statement, according to which Rhone-Poulenc and I.G. Farben Bayer would receive equal rights with regard to his shares in Theraplix.

Professor Delapine delegated by Faure-Besaulieu to be a member of the board of administrators of the Theraplix was, in 1944, made president of "Specia", a sales organization working closely with Rhone-Poulenc; this fact allows for the conclusion that Professor Delapine was on especially good terms with Rhone-Poulenc.

Leverkusen, 23 February 1948.

(signed) Josef Schmitz
(Josef Schmitz)

Signed before me on 23 February 1948 at Leverkusen by Herr Josef Schmitz, known to me personally as the person to have made the above affidavit.

(signed) Christian V. Tuerck
(Dr. Christian V. Tuerck)

Defense Counsel Assistant at the Military
Tribunal VI at Nuremberg.

Excerpt from (Initials):
Grobel
Mann L-VI-41

Conference with Rhone-Poulenc - Specia in Paris
on 23 and 24 May 1941

Present:

| | | | | | |
|---------|---|-----------------|---------|---|--------------|
| Grillet |) | Rhone-Poulenc - | Schmitz |) | "BAYER" |
| Bo |) | Specia, | Brock |) | Leverkusen, |
| Bervel |) | Paris | Krantz |) | resp. Paris. |
| | | Andre-Baculard, | | | Paris. |

At the beginning of the conference I have submitted the greetings of our general management in Leverkusen and have, first of all, apologized for the fact that Consul General Mann and Director Dr. Grobel could not attend the meeting, due to circumstances which occurred in the last minute.

.....

The conference concerned itself furthermore with the foundation of a joint sales organization (SI of "BAYER" 49 of Rhone-Poulenc - Specia) - which was also previously discussed in Leverkusen - for our present French selection of products as well as for a part-product which will be brought in by Rhone-Poulenc - Specia; the management would have to be entrusted to a president of French nationality of whom we would have to approve. While our previous discussions with the Frenchmen in this matter had also not with opposition, the French gentlemen showed this time a positive attitude in any respect in the discussion, and they themselves submitted, in the course of the discussion, suggestions in order to solve individual questions. In this discussion it was pleasant to learn that the somewhat several times established contact as well as our most loyal attitude which has in the meantime been recognized by the French, starts to create an atmosphere of confidence between us which will aid in relieving difficult situations. Herr Grillet, for instance, insisted in the beginning in a distribution of the capital at a 50:50 basis, according to the principle of parity as provided for in contract 3. My reply, that as far as this company is concerned, we would be the ones who give for the time being, found, however, recognition; Herr Bo supported my point against Herr Grillet and the French gentlemen finally stated their approval with the foundation of the company in the form desired by us.

.....

(Signature) Schmitz.

Leverkusen, 26 May 1941.
Sch-Sch.

TRANSLATION OF DOCUMENT No. NI-9154
OFFICE OF CHIEF OF CONSUL FOR WAR CRIMES.

Law dated 18 September 1940.

We, Marshal of France, Head of the French State, having heard the Ministerial Council, decree the following (Official Journal, 19 September 1940, page 5059):

Art. 1. The Joint Stock Company (Societe Anonyme) shall be administered by a supervisory council of not less than three and not more than twelve members.

Art. 2. The chairman of the supervisory council shall fulfill the functions of the general manager, or, if he fails to do so, the general manager shall carry out these functions in the name of and under the personal responsibility of the chairman of the supervisory board.

No other member of the supervisory board may be invested with executive powers for the company.

Art. 3. Nobody shall be entitled to have more than two presidential mandates.

Art. 4. The chairman of the supervisory board of the company shall be considered "Handler" (the one to act) as far as the application of this law is concerned. In case of insolvency his property will dissipate (will be confiscated) in accordance with the law concerning insolvency.

Moreover, in case of insolvency of the company, if the assets do not suffice, the civil court, upon application of the official receiver, may decide that the debts of the company, in an amount to be established by the court, may be defruid by the president, or all members or a certain part of the members, individually or in joint liability.

Art. 5. This law shall be applicable to all companies to be founded in the future as well as to such which exist already and which will have a respite of three months in order to come to unison with this law, regardless, whether or not their contracts contain contradictory provisions.

In case the latter should not be in the position to call their stockholders meeting during this period, the supervisory board shall be empowered to carry out the necessary measures. The shall submit their decisions to the first stockholders meeting for ratification.

All decisions which are arrived at after the period of three months has expired and which are contrary to the provisions of this law shall be void without any further formalities.

Par. 6. All provisions contradictory to this law, which will be published in the official Law Gazette and will be executed ^{as} official State Law, are rescinded.

The Plenipotentiary who represents the Minister of Justice at the Chief of Counsel for War Crimes certifies, that the above copy corresponds with the wording of the law Acted 18 September 1940, which was published in the official Law Gazette of 19 September 1940, page 5059.

Paris, 11 April 1947.

(Signature)
C. SEITZOFFER

CERTIFICATE OF TRANSLATION.

I, Jack Kerthlein, A50 D 270 019, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of document Mann No. 650.

Munich, 25 March 1948.

Jack Kerthlein,
A50 D 270 019.

TRANSLATION OF DOCUMENT NO.: NI-10542
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

LAW, dated 16 November 1940

ABOUT JOINT STOCK COMPANIES.

Journal Officiel (Official Journal) of 26 November 1940.

Par. 1. The Joint Stock Company is administered by a board of not less than three and not more than twelve members.

If one or more members of the administrative council of a firm (administrateurs) should become prisoners of war, the maximum number of administrative members (administrateurs) as provided for in the above paragraph will be increased temporarily at a number which equals the number of the members of the administrative council who are prisoners of war.

The administrative council members who are prisoners of war will be reinstated to the administrative council under the same conditions as the other members of the administrative council after their liberation.

The first stockholders meeting after the liberation of all members of the administrative council determines the permanent maximum number of members of the administrative council, in accordance with the limitations as stated in par. 1, and conducts a new election of all members.

Par. 2. The president of the administrative council acts as general manager; if this is not possible, the general manager is in charge of that office, as deputy for, and under personal responsibility for the president of the administrative council.

No other member of the administrative council may be entrusted with the management and representation of the company.

The president may, however, appoint a board, consisting of either administrative council members only, or of directors only, or of administrative council members and directors of the company. The members of such a board have the task to examine problems assigned to them by the president of the company.

The members of the administrative council who belong to the board may be granted shares of profit which are higher than those granted to the other members of the administrative council.

The president may, if he is unable to perform his duties, transfer those wholly or in part to a member of the administrative council. Such a transfer, however, will have only temporary effect.

The administrative council may, if the president is temporarily prevented from transferring his duties, issue ex officio the necessary directions to the same extent.

The plenipotentiary of the Ministry of Justice with the Chief of Counsel for War Crimes certifies herewith that the articles 1 and 2 as copied above conform literally with the articles 1 and 2 of the Law concerning Joint Stock Companies (State Gazette - Journal Officiel) - dated 26 November 1940.

(Signature) C. Gerthoffer.

I, DOROTEA L. GALENSKI, WFO 74079, hereby certify that I am thoroughly conversant with the French and German languages and that the above is a true and correct translation of document No.: NI-10542.

30 September 1947.

DOROTEA L. GALENSKI
AGO I -046355,

(E J D)

B. FAURE - BEAULIEU
37, AVENUE VICTOR BALAÛVEL III
Paris (8e), 15 July 1941

No. 11

To Consul General V.R. Mann,

Dear Sir:

I beg to confirm my letter of 7 inst. in which I expressed my gratitude for your kind reception and in which I added my best wishes for your speedy recovery. I also added that I was going to write to you in the near future in order to clear up a certain point, which I do herewith. I also confirm my letter of the 11th inst.

During our recent discussion in Leverkusen you have made a special statement concerning the foundation of the projected companies; you stated that the distribution of capital should be, as mutually agreed upon: 49 % for Bayer, 49 % for Rhone-Poulenc and 2 % for Faure-Beaulieu and you added "Faure-Beaulieu votes with us".

At the time of our meeting I have not made an immediate remark concerning this subject since I thought that this question, which was not of interest to the numerous people present, could be easily straightened out between you and me personally. Unfortunately, you were not feeling well and that is the reason that I did not want to bother you with this matter and subject you to more strain than necessary, since you seemed to be in need of rest.

I would like to tell you quite simply that this little imperative clause, which you added, would put me in the role of a dummy (using our French expression), which you most probably did not intend to do, because there is not doubt in my mind that you too are of the opinion that my position must be such as described in a more appropriate form as "Confident" in the letter of February 26. I am, therefore, convinced that you think, just as I do, that particularly the first paragraph of the letter mentioned describes very well the position which I will hold as shareholder of the projected company.

By the way, you know from experience that I am always doing my very best to justify the confidence placed in me because I feel honored and flattered thereby.

Most sincerely,
(Signature)

23 July 1941

President E. Faure-Besulieu

37, Avenue Victor-Emmanuel III
P & F I S (50)

No. 10

My dear Mr. Faure-Besulieu:

I thank you for your letter of the 15th inst. (No. 11). I hope that you have meanwhile received my reply to your letter of the 7th inst. and I am happy to inform you that I have completely recovered by now.

As far as the capital of the new company is concerned you will remember, I am sure, that at the beginning of the discussion the partition was suggested and accepted as follows: 51 % for the IG Farben and 49 % for Rhone-Poulenc. Only for business reasons, i.e. in order to make it appear towards third persons as a company holding a French majority and under consideration of requests by the gentlemen of Rhone-Poulenc, it was determined that 2 % of the capital should be given to other French owners. The distribution of capital would, therefore be as follows:

49 % I.G.
49 % Rh.-P.
2 % X.

Considering the friendly relations prevailing between us on one hand and between you and the gentlemen of Rhone-Poulenc on the other, relations which we highly and gratefully appreciated when we concluded our different contracts, it was quite natural, to ask you to hold these 2 % as our trustee (just as before). The functions of the trustee are of a special nature and even surpass considerably those of a "confident" whom you mention. In my opinion there is no reason whatsoever for being disappointed, as stated in your letter, because of my remark "I.S.G. votes with us". On the contrary, my colleagues and I are of the opinion that it is fair and necessary to explain to Rhone-Poulenc in a clear and correct way that the 2 % in question are de facto our 2 % and that therefore - in your capacity as our trustee - you will vote for us. I am sure that the gentlemen of Rhone-Poulenc did not understand my remark differently. The regulation itself, by the way, corresponds with many other agreements which exist in our firm.

My dear Mr. Faure-Besalieu, I believe that you have misinterpreted my remark. It would have been better if I would have described the matter in a manner as presented to you in this letter, which I unfortunately did not do, because I anticipated the approval of all of you.

Moreover, I believe that I can now figure on your agreement to act as our trustee for the 2 1/2% of the capital in favor of the I.G. and I would like to thank you in advance on behalf of our firm.

I hope to be able to come to Paris in September for a few days and I am sure that we will then have ample occasion to discuss this question in all details.

Meanwhile, I beg to remain,

sincerely yours.

C O P Y .

7 August 1941 Schu/Sch
B/69 B 2 369

18 August 1941

Strictly confidential!

" B o p i "

Pharmaceutical Department

P a r i s .

We confirm the receipt of the letter from your Mr. Brock, addressed to the right-undersigned, of the 7th of this month, returning the letter from our Consul General V.P. Kern, addressed to President J. Faure-Berulien, dated 23 July 1941. At the same time we beg to confirm the discussion we had here in this matter with your Mr. Frantz as well as the telephone conversation which we had a few days ago with your Mr. Brock.

Consul General Kern cannot accept your suggestion to withdraw the letter of 23 July and to re-write it in accordance with the text suggested by Mr. Faure-Berulien. The mentioned letter of 23 July shows clearly our point of view and there is no reason to leave Mr. Faure-Berulien and Mr. So in the dark as far as this matter is concerned. We admit, however, that the matter in question is more suited for an oral discussion and we have, therefore, made arrangements to discuss this matter with Mr. Faure-Berulien soon, with Mr. So personally at the very first chance we get. We beg to return herewith the above mentioned letter of 23 July and request you to keep it in your files.

Consul General Kern and the two under signed are planning to come to Paris in October; we will inform you about the exact date as soon as we will know ourselves.

We take this occasion to remind you that the gentlemen Faure-Berulien and So intended to draw up a joint exposé about the projected company and the question of incorporating the firm of Threolis. It would be most appropriate if this exposé could be submitted to us for information already before our planned journey to Paris in October, so that we may have investigated the questions mentioned therein from our point of view.

Another important problem will be up for discussion during our visit to Paris of which we want to inform you strictly confidential for the first time today. It is probable that we, via the officially appointed German trustee, will take over

the firm of "Aspro" in Belgium as well as in France, and we are considering to incorporate also this business into the newly to be founded "BAYER"/Etsac-Poulenc corporation, under proper protection of our interests. We ask you, however, for the time being not to inform our French contracting parties, but to approach Mr. Faure-Boulicou in this matter and to collect material in a most delicate way. Of course, you will have to draw also Mr. Faure-Boulicou's attention to the fact that this question is to be treated as strictly confidential for the time being so that no indiscretions will occur.

Very truly yours

"BAYER"

Sales Department B 2

(signed) Dr. Gobel (signed) per procura
Schmitz.

CERTIFICATE OF TRANSLATION.

We hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the document book V for W.R. Mann.

Nuremberg, 30 April 1948.

| | |
|--------------|----------------------------------|
| Pages 1 - 20 | G. Lechner ETO 20 123 |
| " 21 - 37 | A. Schmitt ETO 20 116 |
| " 38 - 55a | Th. Klein AGO D 150 307 |
| " 66 - 76 | E. Oettinger AGO A 444 369 |
| " 77 - 85 | E.L. Radolstein X 046 289 |
| " 86 - 97 | J. Weismann ETO 35 270 |
| " 98 - 109 | Jack Nerckheim AGO D 230 019. |

Ley rkusen 30 December 1941

Handwritten note:

Head - clerk Joe. Schmitz
request E in Ley rkusen 5 or 6 Jan 1942
MAFF 31 December 1941
concl.

Consul-General W.A. Mass !

How Bayer preparations which fall under the provisions of
agreement No. 2

As it is known, we reserved us the right in our wording to
recommend that Theraplix would take over these products. The
gentleman rex of R.P. regard this wording as a violation of
agreement No. 2 and therefore the wording was changed on page 3.

Granting of licenses.

The indication of a possibility of lowering the royalties of 10 %
for individual preparations and the statement that the same
royalty is paid to the Societ Chimique et Atomistique also for
the present Theraplix preparations are a new factor.

Exports.

On the request of R.P. the export prohibition was extended also
to the products of R.P. and Specia.

Word marks and trade marks.

While according to the original wording Bayer preparations were to
be sold showing both factory marks, the later wording is to
the effect that the Bayer trade mark was to be affixed in each
individual case according to the circumstances and the case. In
view of the last conference with Herr Brock, according to which
the Bayer mark was to be used in every case, we took this decision
into consideration by deleting the words "whether and".

Delivery of basic products to Theraplix.

The following was contained in the Paris transcript: "Until further
notice the production of the individual preparations is carried
out in those plants which produced them until now." The new
wording contains provisions for the supply of basic products to
be made to one or the other firm according to its possibilities
with regard to

(page 2 of original)

price and quality, and in this connection the French production capacity was especially to be taken into consideration.

.....

Statement concerning trusteeship of Herr Faure-Besulieu.

According to information received from Herr Brock by telephone, certain difficulties in connection with the trusteeship statement came up which most probably are connected with the demand of the French authority that 51% of the shares of Thorelix were to remain in French hands. The undersigned will be in Paris in the middle of January and he will try to overcome the difficulties which arose.

.....

"Bayer"
Special Department "F"
signed: Schmitz

Document Book V Mass
Document No. 561
Exhibit No.

I.G. Farbenindustrie Aktiengesellschaft
Central Financial Administration
Berlin NW 7

Bank Department
Leverkusen.

Bank Department

12 December 1941

Consul-General W.E. Hall

P.S. 22/24/D 6/3753 9 Dec 1941

Participation in a French Sales Combine.

The contents of your letter of 28 November 1941 were repeatedly discussed in the Reich Ministry of Economy. The application which was submitted as a consequence of this discussion was approved by the Ministry. We assume that the official concerned dictated yesterday the directives to the office for foreign currency Berlin.

The sum required by us will be put at our disposal from occupation money by a French bank through the intervention of the Reichsbank.

The competent official of the Reich Ministry of Economy discussed the application with the Organization of Germans Abroad of the U.S.D.A.P. We consider it absolutely necessary to submit that matter to the Organization of Germans Abroad in writing and as soon as possible. In order to be able to do that we request you to send us some additional information.

In such cases the Organization of Germans Abroad endeavors to get the majority of the shares into German hands and will object to the fact that 2% of the capital will be kept by your confidential agent who is of French nationality. We request to inform us why it is necessary to interpose this confidential agent and whether it would not have been possible to get 51% of the shares without him.

Furthermore the Organization of Germans Abroad attaches importance to the fact that the business management remains in the hands of Reich Germans. Therefore we request information and detailed statements as to why it is necessary to employ Herr Fourcaudou as President of the Supervisory Board.

Central Financial Administration

signed: HAUSE

1 Copy
Enclosure

Original to Consul-General Hall for
conference in Berlin.

B. Faure-Sorullou
37, Avenue Victor Emmanuel III
Paris 8^e 27 April 1942

"LAYER"

I.G. Farbenindustrie A.G.
Lehrkesen I.G. Plant
(Germany)

Esteemed gentleman,

During our recent negotiations we agreed that I, in my own name, would take over 1000 shares at 1000 francs (that is a total of 1,000,000 francs) of the Societe "Theraplix", office in Paris, Rue de Sevres 98. The company capital of that firm was to be increased to 50 mil. francs and to be paid in in full so that I would receive 2% of the company capital mentioned.

I take these shares over as "confidential asset" and therefore I bind myself not to transfer these shares or a part of them to anybody or to intend such a sale - be it to one or several persons - except with the approval of the I.G. This approval must be obtained prior to the transfer. You agreed to the fact that the legal successor or successors can be French citizens.

This obligation on my side, which is irrevocable, binds also my heirs, is valid for a period of 30 years, can be renewed and is an option at a price which would have to be spent by me when acquiring the said shares, namely Frs. 1,000,000,- (one million francs). This option can be transferred in one or several parts at Frs. 1,000 (thousand) per share.

The transfer of the total number of the shares through invalidating the option on my part can, as stated above, be carried out by one or several transactions, on the other side, however, the option on the total number of thousand shares has to be given at the latest 6 months after the termination of my activity as director of the Societe "Theraplix" irrelevant of the reason for the termination of my activity. Thus you guarantee that in any case this option is, as mentioned above, invalidated after 6 months.

Document Book V M&M
Document M&M No. 411
Exhibit No.

(page 2 of original)

I agree to it that this invalidating of the option can be effected after my death and I renounce for me as well as my heirs all claims in connection with the formalities of publishing the acceptance of the invalidation of the option.

I remain, dear Sirs, yours respectfully,

signed: Faure-Bonville

Document Book V Mass
Document Mail No. 442
Exhibit No.

B. PAUL-CHAULEU

37 Avenue Victor Emmanuel III

Paris (8^e) 5 May 1942

Round Stamp

"BEYER"

I.G. Farbenindustrie A.G.

Leverkusen I.G. Werk

Germany

Dear Sirs,

I have sent you on 27 April last the letter agreed upon concerning the obligations I am undertaking in connection with the sale of the Theraplix shares. Kindly note that, according to our agreement, I am sending a similar letter to the Societe Unives chemique Rhono-Poulenc, 21 Rue Jean Genjon, Paris.

I remain, Dear Sirs,

Yours very truly,

et return

Document Book V Wala
Document Wala No. 445
Exhibit no.

Has written note: enclosure

Mr.
Bernard Faure-Boulieu
37, Avenue Victor-Emmanuel III,
Paris VIII e

P. 7 May 1942

Dear Sir,

In accordance with our recent conference we beg to confirm that we have proposed and you have accepted that an amount of:

Fr. 1,000,000 (one million francs)

be paid to you by us as advance, for a period expiring 6 months after the termination of your functions as administrator of the Theraplix corporation, whatever the cause of this termination of functions may be.

This advance will be paid to you in order to thank you for your kind help during the negotiations. You will not have to pay an interest.

Kindly confirm the receipt of above-mentioned amount after your reception, as well as your agreement with the contents of the present letter.

We remain,

Dear Sirs,

Yours very truly

"LAYER"

I.G. Farbenindustrie Aktiengesellschaft

signed: Wala

signed: 2201 SCHAITZ

Document Book V MAIL
Document MAIL No. 448
Exhibit -C.

M. Faure-Lannelongue

37 Avenue Victor Duruy III

Paris 28 July 1942

~~SECRET~~

I.G. Farbenindustrie A.G.

Lovatskian I.G. Work

(114)

Refer see F

Gentlemen,

referring to my letter of 26 May last,
I beg to inform you that I have received through
Mr. F. Brock, on your behalf, the amount of

Fr. 1,000,000 (one million francs)

in conformity with the provisions of your favor
of 7 May 1942, the contents of which are perfectly
agreeable to me.

I beg to thank you again and to remain,

Gentlemen,

Yours very truly

signature.

Attitude of Ministerial Director Dr. Michel and War Administration
Councillor Dr. Wolf Paris, towards the agreement Rhone-Poulenc.

The gentlemen congratulated us to the conclusion of this agreement, which seemed to be extremely favorable to them both as to contents and to form and which, as I was told, is the first positive conclusion of this kind. I drew the attention of the gentlemen to the fact that on the instigation of the Ministry of Justice in Berlin we had to strike out in the last account the note stating that in agreement with the German authorities the pre-war agreements would be regarded as invalid and that although it is true that Rhone-Poulenc did not want to make that an issue for not signing the agreement, but served itself the right to submit with the signed agreement a letter in which the changed attitude is pointed out. In this connection Dr. Wolf confirmed that it was the considered opinion of the ambassador in Washington as well as that of the economic department of the Military Administration Paris that pre-war agreements were actually invalid. He emphasized this fact also in a telephone conversation which he had on the same day with Berlin and stated expressively that the insertions concerning the German authorities were made on the instigation of the Military Administration France.

Ministerial Director Dr. Michel stated words to the same effect during a conference which took place several days later.

signed: Kraus

Nov. 3 February 1941
Kr./Ku.

I.G. Berlin SW 7
Unter den Linden 82

Rubber Stamp:
Department Fernen
In: 27 Feb 1942
Replied

To
Dr. v. KIERICH,
Director

Legal Department, Berlin SO 36
Legal Department Fernen, Frankfurt/M.
Legal Department Chemicals, Frankfurt/M.
Law Department, Doyarkusen
Law Department, Ing'wischafen
Law Department Ammoniakwerk Marschburg G.m.b.H.,
Louisa Werke (Kreis Marschburg)

| Our ref.: | Tel. Ext. No. | Date |
|----------------|---------------|-------------|
| Legal Dept. | 2439 | 25 Feb 1942 |
| Kae/Dr. 555-61 | | |

Rubber Stamp:
Dr. K. check mark
Dr. v.R. shorthand note, illegible
Dr. illegible absent
Dr. v.L. shorthand note, illegible

How Contracts are affected by the War. Strictly Confidential!

Through the Reichsgruppe Industrie (Reich Group Industry) we received the following copy of a strictly confidential circular dated 28 January 1942 of the Reich Office (Reichsstelle) for Foreign Trade.

Reich Office for Foreign Trade Berlin, 28 Jan 1942
III 2a sp. 9/42

Strictly confidential !

Concerning: Continued existence of contracts concluded before the beginning of the war between German firms and nationals of European Countries, which were or still are in a state of war with Germany.

Pursuant to the strictly confidential circular of the Reich Office for Foreign Trade I no. 2066/40 dated 14 Dec 1940 (concerning the continued existence of contracts concluded before the beginning of the war between German firms and French nationals.)

(page 1 of original, cont'd)

In reply to numerous enquiries addressed to this office we wish to inform you that economic contracts of all kinds, especially contracts with commercial representatives which were concluded before the beginning of the war between German firms and nationals or firms in European countries which were, or still are, in a state of war with Germany, are to be treated in accordance with the guiding principles laid down in the circular of the Reich Office for Foreign Trade No. I 2065/40 dated the 14 December 1940.

In accordance with some contracts, the continued existence of which after the end of hostilities in the interests of the German partner, are to be tacitly considered as continuing and to be adhered to by the German partner, while contracts, which were to the disadvantage of German firms, are to be considered as having been invalidated through the war and do not have to be adhered to.

In the latter case, firms are to be given the following guidance on enquiry:

Economically, politically or racially objectionable representatives should be dismissed, and other business connections be broken off immediately by the firms, who should give the changed circumstances as reasons but steer clear of any local discussions.

(page 2 of original)

Such contracts must, however, not be cancelled, in cases where they were continued at the old conditions after termination of hostilities, for such a cancellation would imply that the German firm considered the contract still valid up to the date of its cancellation. In such cases, the German firms should much rather inform their foreign partners that they considered the old contract as cancelled, and after outstanding claims have been settled, request the return of catalogues and price lists supplied to the foreign firms.

(page 3 of original)

Only in case the foreign representative or partner should seriously object to this manner of cancelling the contract, should the German firm be advised to dismiss him without notice as a precaution. In case this is followed by local proceedings, the German firm should report to the Dutch Office for Foreign Trade through the local Office for Foreign Trade (Aanbevelingsstelle). The competent civil and military commandants in Belgium, the North of France, the Netherlands, Serbia and Greece may intervene in these proceedings if required. The payment of a compensation must not be held out on principle to the representatives and business partners which are to be dismissed.

signed: WIEBE signed: SAUWARTER

Local Department

Signature: Illegible.

Document Book V KAR-

CERTIFICATE OF TRANSLATION

26 March 1948

I, S.A. HANLGER, Div.No. WFO 20 062, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of original document.

S.A. HANLGER
Div.No. WFO 20 062.

Excerpt from
transcript, 29 January 1948 page 6018/19.

Examination of the witness Dr. KUEPPER by attorney
Dr. SIEWERS.

Q. At that time did any state or industrial authority
take a stand on this question?

A. We learned that the French association of chemical
industries -- I believe it was called "Union des industries
Chimiques" -- wrote to its members pointing out that inter-
national agreements had been dissolved by the war. The
French expression "Resilieu" was used and the French
association advised its members to penetrate into this gap
and take over areas which they had previously not been able
to supply under their contracts.

Q. Do you know when this was?

A. This must have been at the beginning of the war, I do
not know the exact date.

DR. SIEWERS: Mr. President, I have the intention of in-
cluding the opinion written by the witness at that time in
my document book. Perhaps, I may give it to the witness now,
merely for the sake of identification, and then I shall
supply it with an identification number. For the record and
for the Secretary-General, I shall say that it is Schnitzler
Exhibit No. 5 and ask the witness -- I beg your pardon --
Schnitzler Exhibit No. 6 -- and ask the witness to state
whether this is the expert opinion so that it may be identi-
fied.

Q. Just a moment, witness.

MR. SPEECHER: Further for Dr. SIEWERS, I am now giving
to Dr. Siewers NI-6886, which is the original French version
of the Francolor agreement, and I can state for the record
that the English translation, which is before you, was made
from the original French.

THE PRESIDENT: The document handed to the witness will
be marked as defendant von Schnitzler Exhibit No. 6 for pur-
poses of identification in view of counsel's statement that
he intends to have the document processed and to offer it
in evidence.

Q. Do you confirm that?

Page 2

A. This is a copy of an expert opinion which I prepared and it bears my original signature.

Q. Thank you.

DR. SIEMERS: And I thank Mr. Sprecher -- but perhaps he could give us the contract, too; but there is no hurry about that.

MR. SPEICHER: Here is the contract.

Dr. SIEMERS: Thank you.

Q. Now, can you tell me how the French justified their legal point of view in this matter?

A. The French at first said that according to French law contracts were not dissolved by the war but were merely in abeyance. "Suspendu" was the word they used. This was something of a surprise to me since Dutch law was decisive. On the other hand, in case of a dispute each party can, of course, make its own "Ordre Public" prevail. According to German law, the contract was definitely dissolved. Even the Swiss had referred to their "Ordre Public" but what was good for the Germans had to apply to the French, too.

The point of view that the contract was only in abeyance was all the more surprising as, according to the statement of the French Chemical Association which I just mentioned, such contracts were not in abeyance but were quite clearly dissolved, "resilie", or at least had been designated as such by the Chemical Society.

Affidavit.

I, Alexander Bräuninger, born on 1 May 1891, residing in Lohrkusen - Biesdorf, Karl Kerkelerstrasse 5, have been warned that I render myself liable to punishment in the case of a false affidavit. I declare the following in lieu of oath, and I assert that this statement is made voluntarily and without any duress, in order to be submitted to the Military Tribunal VI in Nuernberg:

- 1.) Since October 1915, I have been an employee of the Farbwerke vorm. Meister Lucius & Brüning, Frankfurt a.M. - Höchst, later part of the I.G. Farbenindustrie A.G., Leverkusen. My position in the Sales Combine "Bayer" is that of chief of the "Bayer" central department "K".
- 2.) According to the records available in the "Bayer" central department "K", the Société des Usines Chimiques Rhône-Poulenc, Paris, has, during the period from 1941 to the first quarter of 1944 paid the following royalties (license fees) for the individual products coming under the so called agreement I between the I.G. Farbenindustrie and the French partner:

| <u>Chemicals</u> | <u>ffrs.</u> |
|---|--------------|
| Acetylperacidsol (Salophen) | 26.982,- |
| Acide acetylsalicylique Rhodine | 1.460.065,- |
| Acidopyrozone (Acidopyrine) | 949.733,- |
| Phenacetine | 278.951,- |
| Phenylethylalanylurea (Phenylethylbarbitursäure) | 329.727,- |
| Sourcicine (Novocine) | 192.090,- |
| <u>Special products (general)</u> | |
| Ascietine (Trigecine) | 274.190,- |
| Aspirin | 14.636.127,- |
| Beuze Rhodie (Spirosol) | 48.670,- |
| Gerdanal (Luminal) | 1.652.527,- |
| Goncarine (Trypellovine) | 1.183.729,- |
| Pastilles et Goncarine (P. affluvia) | |
| Fixid (F. tron) | 26.351,- |
| Novarsenbenzol Billion (Neosilverson) | 1.019.350,- |
| Rhoderson (Neosilverson) | 42.710,- |
| Rhodine (Acetylsalicyloid-Tabl.) | 97.048,- |
| Rhofeine (Cafespine) | 581.758,- |
| Sourcicine (Novocine) | 419.649,- |
| Strychno-Gerdanal | 35.823,- |
| Thyro-Gerdanal (Luminal-Comb.) | 3.531,- |

Page 2

| <u>Special products coming under pre-war agreements</u> | <u>ffrs.</u> |
|---|--------------|
| Diagnorenol (abrodil) | 77.151,- |
| Bevitine (Betaxin) | 6. 678.362,- |
| Comprimés de Sauvageardé (Vitomin-Com.) | 1.153.925,- |
| Morsnyl (Germanine) | 18.219,- |
| Negamol | 2.311,- |
| Quinorine (itebria) | 9.411.030,- |
| Framline (L. tops) | 2.234.991,- |
| Quinoprequine (Chinoprequine) | 40.384,- |
| Prequine | 52.379,- |
| Rhodoprine | 13.060,- |
| Rhodoprequine (Pl. siochine) | 35.747,- |
| Zothelone (Lorprin) | 33.610,- |
| | ----- |
| | 43.010.380,- |
| | ----- |

I have carefully read the above statement. I have initialed and /or signed each of the 2 pages in my own handwriting. I declare in lieu of oath that I have stated nothing but the truth in this deposition.

Leverkusen, 29 January 1948

sgt. Alexander BRUNNWER
(Alexander BRUNNWER)

Signed before me by Herr Alexander BRUNNWER, the person who has given the above affidavit.

sgt. Christian H. TUDOCK
(Dr. Christian H. TUDOCK)

Assistant Defense Counsel
at the Military Tribunal VI
Munich

Affidavit.

I, Werner SCHMIT, born on 7 May 1903, residing in Appertel-Bergen, 105 Sachsenstr., have been warned that I am liable to punishment in case of a false affidavit. I declare the following in lieu of oath, voluntarily and without any duress, in order to be submitted to the Military Tribunal VI, Nuremberg:

1) Since 1 April 1941, I have been an employee of the Verbenf trieken vort. Friedrich Boyer & Co, later I.G. Farbenindustrie A.G., Leverkusen. My position in the Boyer Sales Company is that of "Prokurist" and chief of the sales department B 2 (Italy, France, Belgium), and since 1943 also chief of B 3 (Holland, Switzerland, Spain and Portugal).

2) During the period in which the agreement I dated 30 December 1940 concerning the licensed products was effective, the firm Rhone-Poulenc/Special paid to the Boyer firm a grand total of

ffrs. 43,010,380.

If it is taken into consideration that in case of a seizure the payment of license fees was to a large extent nothing but coverings, and that the licensed product covered by the previous agreements were, apart from one exception, taken over into the new agreements at the previous rates, the total of license fees mentioned above was, according to my investigation and findings, more than compensated by the financial benefits which the firm Rhone-Poulenc/Special enjoyed through the co-operation with Boyer based on the agreement No. II dated 26 March 1941 concerning the exchange of new special pharmaceutical products, and on the agreement No. III dated 4 February 1942 concerning the joint sales agency Therolix company furthermore through the orders placed by Boyer during the period of German occupation, and finally through the supply by Boyer of raw materials not available in France.

I have formed this opinion on the basis of the calculations mentioned below. These calculations are based on the records available in Leverkusen; in making the calculations, all circumstances influencing the calculations have been considered most carefully and without any bias; various profit margins have been assumed, and the price conditions prevailing in France at that time have been considered. As a preliminary remark, it may be stated that after the allied invasion of France several shipments, which were then just on their way to Leverkusen, could not be paid for by us any more; on the other hand, and for the same reason, several deliveries to France made by us could not be paid for any more by the firms Rhone-Poulenc and Therolix. These invoices which have not been settled by the two partners involved, have been disregarded in the

Page 2

following comparison of the license fees paid and of the probable profits of the firm Rhone-Poulenc.

License fees paid by the firm Rhone-Poulenc, referring to
tebriin.

Rhone-Poulenc fixed the sales price of tebriin at F 190.-- per kilogram. In view of its own manufacturing costs, the Bayer firm considered this price extremely high. In a meeting in Paris, which took place on 28 April 1941, this was pointed out to the French gentlemen. They admitted that the objection was well founded. They stated, however, with regrets that they were not in a position to concede a lower price, because they invoiced F 190.-- to their own government. In order to oblige, and to meet the justified wish of Bayer for more favorable prices, the French partners proposed to include the tebriin deliveries in the payments of license fees based on agreement No. I, which meant a reduction of the price by 10 % in favor of Bayer.

During the period of the agreement, Rhone-Poulenc paid to Bayer a total of ffcs. 9,411,030.-- in respect to tebriin. More than 95 % of this amount referred to deliveries made to Bayer, and much less than 5 % referred to direct sales to third parties. In consequence, part of the total of license fees mentioned above, viz. more than

ffcs. 9,000,000.--

had been recitted before by Bayer in the shape of the purchasing price. Thus, this case does not involve the genuine payment of license fees.

tebriin deliveries made by Rhone-Poulenc to Bayer.

After deduction of the first three invoices (unpaid), Rhone-Poulenc delivered altogether 26,130.-- kg. tebriin to Bayer. Even if we assume that the profit made by the firm Rhone-Poulenc was extremely small, say F 25.-- or ffcs. 500.-- per kg., the profit made by Rhone-Poulenc from these deliveries amounts to

ffcs. 13,065,000.--

License fees based on the old contracts.

The eleven agreements with Rhone-Poulenc in force before the war were taken over into the license agreement practically unchanged, the rates of license fees remaining, with one exception, the same as before. The exception concerns "B" nyl. For this product, the payment of license fees was reversed. In consequence, the license fees which would have been payable by Rhone-Poulenc on the basis of the old agreements, would still have been payable by Rhone-Poulenc anyhow, so that the amounts mentioned herein must also be deducted from the sum of total of license fees paid.

| | | |
|---------------|-------|---------------|
| Diagnoranal | ffrs. | 77.151.-- |
| Bovitone | " | 6.678.262.-- |
| Sruvegardo | " | 1.153.925.-- |
| Germinin | " | 18.219.-- |
| Frevline | " | 2.234.991.-- |
| Quinaprasquin | " | 40.384.-- |
| Fraguin etc. | " | 48.807.-- |
| Zetholone | " | 23.810.-- |
| | ffrs. | 10.285.649.-- |

On the other hand, the amount which Bayer would have had to pay to Rhone-Poulenc on the basis of the agreement for renyl/Specin would have been much smaller. If we look at the turnover, we find that during the three years of the agreement, the Bayer firm sold hardly as much as it had sold before in the year, because there was no sufficient market for this product. In consequence, the amount which would have been payable, and which, according to the agreement, amounted to the rate of 30% of the profit - Rhone-Poulenc did practically no business in this product during this period - can be assessed at

ffrs. 500,000.--

The total of license fees mentioned above - ffrs. 10,285,649.-- is, therefore, to be reduced by this amount.

Delivaria deliveries to Specin:

In accordance with an urgent wish of the firm Rhone-Poulenc/Specin, Bayer granted to this firm the right to exploit this product within the territory covered by the agreement, although it did not come under the scope of agreement No. II, because it had already been introduced on the market, where it reached a satisfactory turnover. On 1 December 1941, Bayer delivered 10.-- kg and in May 1942 30.-- kg of the basic raw material; pursuant to this, the firm Rhone-Poulenc started the production of its own.

Based on the license fees amounting to ffrs. 321,563.30 paid to Bayer, it can be estimated that the turnover amounted to ffrs. 4,000,000.--. On this basis, a profit of at least

ffrs. 600,000.--

was made by Rhone-Poulenc-Specin.

Pyridine deliveries made by Bayer to Rhone-Poulenc and counter-deliveries of Sulphapyridine made by Rhone-Poulenc to Bayer.

Bayer had placed considerable current orders of sulphapyridine with the firm Rhone-Poulenc, undertaking to supply from Germany the pyridine, which was not available in France. At the scientific-technological conference which took place in Paris on 12 and 13 November 1941, the problems involved in the conversion into the final product and in the deliveries were discussed, and the following agreement was reached with Rhone-Poulenc:

"For each consignment of 5 tons of pyridine to be delivered by Elberfeld to Rhone-Poulenc from time to time, Rhone - Poulenc will make a delivery of 6 tons of sulphapyridine in return - this was based on the normal yield reached in Elberfeld - , whereas Rhone-Poulenc themselves will obtain, by the use of a process rendering a higher yield, 10 tons of sulphapyridine, so that the quota remaining at the free disposal of Rhone-Poulenc will amount to 4 tons."

Later on, Rhone-Poulenc corrected their statement to the effect that the yield was not 10 but only 9 tons. Thus, the final proportion pyridine : sulphapyridine : total quota was 1 : 1.2 : 1.8. In other words, out of every 1000 kg of pyridine supplied to Rhone-Poulenc by Bayer, 600 kg of sulphapyridine remained at the disposal of Rhone-Poulenc.

At the conditions mentioned above, Bayer supplied altogether 6 times 5 tons of pyridine; in return, Rhone-Poulenc supplied Bayer altogether with 35,954,600 kg. of sulphapyridine. In consequence, 30 times 600, in other words 18,000 kg. of sulphapyridine remained at the disposal of Rhone-Poulenc. If we estimate the profit at only FF 12.-- (ffrs. 240.--) per kg., which is an extremely conservative estimate, the result is a profit of

ffrs. 4,320,000.--.

The actual profit was certainly even much higher, as the surplus production of 600 kg for 1000 kg of pyridine supplied remained in the possession of Rhone-Poulenc practically free of charge.

The costs of conversion (processing) invoiced to the Bayer firm varied to a degree. At the average, they amounted to FF 18.83 per kg. On this, Rhone-Poulenc made an estimated profit of FF 3.-- (ffrs. 60.--) per kg., which results in

ffrs. 2,150,000.--.

The placing of orders in general.

The grand total of the orders placed by Bayer with Rhone-Poulenc or passed on to them amounts to ffrs. 148,264,108,75. If the large items, viz.

| | | |
|--------------------|--------------|----------------------|
| Atabrin, | amounting to | ffrs 102,683,664.95, |
| sulphapyridine, | " | 13,612,768.30 and |
| evipan-sodium- | | |
| deliveries of | | |
| the firm Theraplix | " " " | 868,950.-- |

are deducted, an amount slightly exceeding ffrs. 31,300,000.-- is left over for the remaining products, in the case of which the profit should be separately computed for each individual product. From this amount, roughly ffrs. 4,000,000.-- (unpaid bills) must

Page 5

again be deducted, so that a final total of ffcs. 27,000,000.-- is left over for the remainder of the orders placed or passed on. If we assess the average profit in reference to these products at 10% only - a rate which is probably low -, the result in favor of the firm Rhone-Poulenc amounts to

ffcs. 2,700,000.--

Frontalin deliveries to Theraplix.

According to a promise made orally, and in consideration of the fact that the firm Rhone-Poulenc was unable to supply the Theraplix with sulphamido, the Bayer firm lent its assistance to Theraplix in the shape of emergency deliveries of this product, thus enabling Theraplix to carry on the business. As a matter of fact, Rhone-Poulenc stated in the end of 1942 that they were unable to supply, and Bayer, therefore, delivered to Theraplix 16 shipments, totalling 37,185.-- kg. of sulphamido, during the period from the end of 1941 to the middle of 1944, the total price amounting to RM 319,038.--. If custom duties, taxes, tax on turnover etc. are added, the resulting "base value" (value at the place of delivery) per kg. slightly exceeds RM 12.--, or - at the rate then in force - roughly ffcs. 250.--.

By far the largest part of the value of the finished pharmaceutical product was done in containers of 20 pieces of 0.5 gram each. For these, the firm Theraplix probably obtained a price of roughly ffcs. 400.-- (value at the time of dispatch from factory), after deduction of ffcs. 350.-- per kg. for the packing up, into tablets, packing costs and overhead costs. In other words, Theraplix made a profit of roughly ffcs. 150.-- per kg., i.e. ffcs. 1.50 per tube.

In consequence, the profit made by Theraplix on the 37,185 kg. which were supplied, amounts to ffcs. 5,577,750.--. The share of Rhone-Poulenc (49%) in this profit, amounts to roughly

ffcs. 2,730,000.--.

Carpolon deliveries to Theraplix.

The plant in Elberfeld processed liver of French origin and delivered the finished product in return. The yield was small throughout, because the quality of the liver was very bad owing to the fact that it was infested with liver-flukes. The deliveries started in the second half of 1943 and amounted altogether to 273.5 kg., in other words 248.2 liters of carpolon, which were dispatched in three consignments. Bayer invoiced the first shipment with RM 84.20 and the two others with RM 120.00 per liter. The total amount invoiced was RM 27,854.80. If we add the custom duties, taxes, and tax on turnover, the result is a cost price 1000 (sic) of approximately RM 35,500.-- or ffcs. 715,000.-- which corresponds to a price of roughly ffcs. 3,000.-- per liter.

As far as the containers of 5 by 2 cubic centimeters

Page 7

| | | | |
|---|-------|---------------------|----------------------|
| Total of license fees paid to Bayer by Rhone-Poulenc: | ffrs. | 43,017,387.-- | |
| License fees for tebrin, forming part of the purchase price paid | | <u>9,777,769.--</u> | |
| | | | 34,017,387.-- |
| License fees based on the old contracts | | | |
| Rhone-Poulenc to Bayer | | 10,285,649.-- | |
| Bayer to Rhone-Poulenc | | <u>500,000.--</u> | |
| Difference | | | <u>9,785,649.--</u> |
| | | | 24,224,731.-- |
| Profits of Rhone-Poulenc on: | | | |
| dolantin | | 600,000.-- | |
| tebrin | | 13,065,000.-- | |
| pyridin | | 4,320,000.-- | |
| pyridin-conversion | | <u>2,150,000.--</u> | |
| | | | <u>20,135,000.--</u> |
| | | | 4,089,731.-- |
| Placement of orders, in order 1 | | | <u>2,700,000.--</u> |
| | | | 1,389,731.-- |
| Rhone-Poulenc shares in Bayer sales: | | | |
| proctelbin | | 2,737,000.-- | |
| compolon | | 37,500.-- | |
| other Bayer products | | <u>1,200,000.--</u> | |
| | | | <u>2,967,500.--</u> |
| | | | 2,577,769.-- |
| Postal | | | <u>500,000.--</u> |
| | | | ffrs. 3,077,769.-- |

In other words, Rhone-Poulenc/Speci obtained, according to an expert estimate, a profit of approximately

ffrs. 3,077,769.--

through the co-operation with the Bayer firm in the years 1941 to 1944, resulting from the licensed products, the placement of orders and other deliveries of the Bayer firm.

Page 7 continued

Therefore, Rhone-Poulenc did not suffer any loss whatsoever by the conclusion of the agreements I and II and of the Theraplix agreement.

I have read the above statement carefully and I have initialed and /or signed each page in my own handwriting. I declare in lieu of oath that I have said nothing but the truth in this statement.

Leverkusen, 11 Feb 1948

Signed Werner SCHWITZ
(Werner SCHWITZ)

Signed before me by Herr Werner SCHWITZ, the person who gave the above affidavit.

attd. Dr. Eugen SCHWITZ
(Dr. Eugen SCHWITZ)
Attorney and Defense Counsel.

Copy.

I.G. F. F. F. I. I. D. U. S. T. R. I. E. S. J. E. M. I. N. I. S. T. R. I. E. L. L. S. C. H. A. T. T.

Mr.

M. GRILLET

Societe des Usines Chimiques Rhone - Paulenc

1, Rue Jean Goujon VIII e

Paris.

Prof. H./Schr.

Wuppertal-Elberfeld,
23 March 1941

Dear Mr. GRILLET,

through S. P. I., I received both your letters dated the 14th and 19th inst. with enclosures. I would like to thank you very much for the transmittal of these valuable documents; we shall study them carefully, and have them worked out in our laboratories and /or in our plant. If this results in any points of view of which we feel that they might, vice-versa, be of interest to you, we shall not fail to approach you from our part.

I avail myself of this opportunity to welcome this paving of the way toward our scientific, technological and economic co-operation. I had always hoped for such co-operation, which has now been expressed by both your and our governments.

Yours very truly
Prof. H. HOEPLER.

End.

I.G. Works Elberfeld

Mr.
M. GRILLET,

Societe des Usines Chimiques Rhone-Poulenc
21, Rue Jean Goujon (VIII^e)

Paris

Prof. H. / Schr. 4 April 1941

Dear Mr. GRILLET,

In the meantime, I have discussed with my colleague,
Professor Dr. LUTERSSPI GER in Hoechst, the interest
which you are taking in dolantin and in dolantin-pyrimidin-
combinations. It is a matter of course that we are quite
ready to let you have all data, in order to enable you
to start as early as possible the with manufacture of
these products according to the recent agreements. The
most suitable plan, I feel, is a conference on the spot.
If, therefore, your technological collaborators can find
their way to coming to Hoechst after the Easter holidays,
I shall have much pleasure in introducing them there.

Hoping to hear from you,

I am, with best regards,

Yours very truly

sgd. Prof. H. ERLICH.

Affidavit.

I, Dr. Reinhold KREBS, born on 2 September 1887, residing in Koeln-Riehl, 46 Amsterdamer Strasse, have been warned that I render myself liable to punishment in the case of a false affidavit. I declare in lieu of oath the following voluntarily and without coercion, to be submitted as evidence to the Military Tribunal VI in Wurzburg:

- 1) I used to be an employe of the Farbenfabriken vorm. Bayer & Co, later I.G. Farbenindustrie A.G. Leverkusen. From 1 January 1931, I was director of the I.G. Farbenindustrie A.G. Leverkusen; in such, I was chief of the sales department for pharmaceutical products (Germany) and of the department dealing with cartel agreements (Konventionsvertrage). I retired on 1 January 1948 and I have been drawing a pension since.
- 2) There existed an agreement between the firm I.G. Farbenindustrie Bayer and the firm Rousselle (Firma Les Laboratoires Francaises de Chimiotherapie, Paris) concerning scientific and technological co-operation and the exchange of experience in the field of the sulfonamides. When the agreement between the Bayer firm and the firm Rhone-Poulenc (the so called agreement II) concerning scientific and technological co-operation was concluded on 26 March 1941, Rhone-Poulenc desired to have the field of sulfonamides included in the scope of this agreement. For this reason, it was necessary to take steps in order to restrict, as far as this field was concerned, the scope of the agreement with Rousselle to those pharmaceutical I.G. products which were already on the market - viz. Ipratril, soluble and parenteral - and to the Rousselle preparations rubiviol, collubiviol, nativiol and rubiderm. I conducted the pertinent negotiations with the Rousselle firm in Paris; these negotiations were governed by a friendly attitude. To compensate Rousselle for the restriction of the scope of the agreement, Bayer had to waive the license fees provided in the agreement with Rousselle. During the period in which the agreement had been in force, the accrued license fees payable to Bayer had reached the amount of approximately FF 250,000.- (roughly ffrs. 5,000,000.-). The I.G. Farbenindustrie Bayer sacrificed its claim for the eventual payment of this amount in order to comply with the wishes of Rhone-Poulenc in the field of sulfonamides.

Page 2

I have read the above statement carefully and I have initialed and /or signed each of the 2 pages in my own hand.

I declare on pain of oath that I have stated nothing but the truth in this affidavit.

Leverkusea, 13 February 1948

sgt. Dr. Reinhold KREBS

Signed before me by Herr Dr. Reinhold KREBS, the person giving the above affidavit.

sgt. Dr. Christian H. TERRY
Assistant Defense Counsel at the
Military Tribunal VI, Nurnberg.

Copy.

I.G. Farbenindustrie Aktiengesellschaft,
Frankfurt (Main) 20

sd. Dr. GROBEL
" Dr. BIRSETH
" SCHWITZ

Societe des Usines Chimiques
Rhône-Poulenc
21, Rue Jean Goujon,
Paris VIII^e / France

Dept. X Bot/Kz

1 April 1941

Dear Sirs,

In the course of your negotiations with our sales
combine for pharmaceutical products, your representatives
desired to extend the discussion to the question of a
prospective co-operation in the field of plastics and
synthetic rubber. Some weeks ago, you made the same
proposal to Herr K. [unclear] of the SGI, Paris.

We are quite willing to discuss this matter with you.
However, we should like to call your attention to the fact
that all our measures concerning the sale of plastics and
synthetic rubber are governed by war conditions to such
an extent that our negotiations will probably be restricted
to a mere exchange of information.

Please let us know whether you are, in these circumstances,
still interested in a discussion.

Yours truly

I.G. Farbenindustrie A.G.
sd. [unclear] sd. GROBEL

Carbon copy to [unclear] [unclear], general
" " " K. [unclear], Herr Dr. [unclear]
[unclear], Leverkusen, attention of Herr
Dr. GROBEL

C o p y

To the Directors of the
Firm Rhone-Poulenc
21, Rue Jean Goujon,
Paris (8^e)

17 April 41

Co-operation in the field of synthetic rubber and plastics.

Pursuant to your visit in Leverkusen and to your suggestions with regard to a co-operation with the departments of our firm dealing with the above mentioned fields, we have, through the person signing on the left, contacted the executives in charge of these departments and informed them of your wishes.

We should like to let you know that the chiefs of our pertinent departments will approach you directly, although the preliminary discussions mentioned above have revealed certain difficulties with regard to a co-operation in the manner suggested by you.

Yours truly

"Eyer"
I.G. Farbenindustrie A.G.

spéc. R. MANN spéc. Dr. KREBS

Societe des Usines Chimique
Rhone-Poulenc
Societe anonyme (Capital ffrs. 200).

D/SE

Administration

Paris, 31 May 1941
21, Rue Jean Goujon (VIII^e)

No. 507.-

Dear Consul General,

We have received from the sales department "chemicists" of the I.G. a letter dated 12 May, informing us that those gentlemen expect the undersigned to visit them.

I feel I should send their confirmation of their letter, and I am sending you a copy of this confirmation. I even feel I had better enclose the original in my letter to you, and I should be grateful if you passed it on to the pertinent departments.

Herr BROCK told me that the gentlemen, who will eventually discuss this matter with us, are going to Paris for three days (16 to 18 June), and that I should, therefore, not choose these days for my trip to Germany. I have taken note of this, but I rather feel that a preliminary discussion ought to take place in Paris when those gentlemen come here.

I did not want to stress this point in my letter, but I felt I should hint it out to you.

Yours very truly
On behalf of Societe des Usines Chimiques
Rhône-Poulenc
sgd. M. B.
V. B.

Mr. MANE,
Consul General,
I.G. Farbenindustrie A.G.
Leverkusen near Elberfeld
(Germany)

DOCUMENT BOOK V MAIN
Document Mann

CERTIFICATE OF TRANSLATION

25 March 1948

I, Ernst Schaefer BTO 20165, hereby
certify that I am a duly appointed trans-
lator for the German and English languages
and that the above is a true and correct
translation of document book V MAIN.

Ernst Schaefer

BTO 20165.

HB/DC

General Directorate
No. 566

31 May 1941.

I.G. Farbenindustrie A.G.
Sales carbide chemicals
Frankfurt - Main.

We received your letter of 12th May.

We have not yet obtained all the passports we need for our journey, so that we are not yet able to fix the travelling dates. However, we think that this conversation will be of interest, because we have already engaged in certain activities running parallel to yours in the field of elastic materials and plastics. We mention for example:

Stylon, for which our group has a license from Du Pont, just as you have. This license is not only in respect of synthetic fibres, but also covers the use of materials and plastics.

Vinyl resins, in respect of which we have, as you know, a license from the firm ... Legner, and which we are producing on a rather large scale in France.

Plastic materials, compressed powder, and films, on the basis of cellulose acetate.

Further we mention:

Polystyrolene,
Methyl cellulose and others.

There is, thus, a considerable activity, which shows that our company has always been very interested in this field, and which in any case will provide a good basis for discussions and approaches, as well as a basis for future developments and the joint study of new products.

We hope to discuss all these questions with you and remain,
Dear Sirs,

Yours very truly
signed: G.Bo.

Document Book V 1,191
MMSI Document No. 679
Exhibit No.

I.G. Farbenindustrie A.G.
31 May 1941
No. 506.

Continuation sheet 1

P.S. If one or the other of the gentlemen in charge of the interested departments of your firm would have an opportunity of coming to Paris before our director general goes to Frankfurt, we would be very obliged if you would notify us, so that we could make use of that occasion for a first discussion.

signed: H. Go

26 January 1942.

To the management
of the firms

Rhône-Poulenc and Spécia,

21 Rue Jean Goujon,

PARIS (8e)

Subject: Payment on licenses based on old contracts.

Pursuant to the various arrangements made with you in Paris
on 11 November 1941, we state that we are agreeable that the license
fees due to us on the basis of contracts concluded between us, i.e.

| | |
|------------------|------------------|
| 20 February 1933 | Malaria remedi |
| 25 April 1934 | Malaria remedios |
| 23 May 1935 | Zethelone |
| 5 April 1937 | Povitino |

in respect of the period from 3 September 1939 up to the coming
into force of our new contracts (30 December 1940), should not
be paid to us and should be waived.

Yours truly

"Bayer"

I.G.Farbenindustrie Aktiengesellschaft

signed: Director Dr. Brüggemann
" Director Dr. Grobel.

Copies sent to: Legal Department
F.
K.

26 January 1942.

To the Management of the firm
Rhône-Poulenc,

21 Rue Jean Goujon

PARIS (8c)

Subject: Sale of pharmaceutical fine chemicals
"Bayer" in France.

In accordance with the arrangements made with you in Paris on 11 November 1941, we state that we are prepared to give up any future sales of our pharmaceutical fine chemicals in France, its colonies, protectorates, and mandate territories, against a compensatory lump payment of Frs. 1,000,000.- (one million francs.)

These mutual obligations come into force under the condition that the agreements we concluded on 11 November 1941 concerning the joint sale of certain products of ours by the firm of Theraplix are carried out; the above-mentioned mutual obligations come into force on the same day as the selling agreements.

Yours truly

"BAYER"

I.G.F. BERGHEIMSTRASSE 100 D-5000 ELSLICH, PT
signed: Director Dr. Bruno Grosse
signed: Director Dr. Gebel.

Director Dr. Martens
Director Dr. Grebel

I.G. W.-Elberfeld

signed: Dr. Martens
signed: Dr. Grebel
signed: Schmitz
signed: Rieth

Director D 6

Société des Usines Chimiques Rhône-Poulenc

21, Rue Jean Goujon (VIII^e)

F.RIS.

Prof. H./Schg.

25 June 1942

Dagoban in Holland.

Dear Director D 6

In reply to your kind letter of 22nd May I wish to inform you that there are no trade customs between Holland and Germany, so that it is extremely difficult to draw a reliable and effective borderline between a German and a Dutch patent in respect of the same product. Therefore it would be in your interest as well as in ours, if you would grant the licence in respect of your Dutch patent not to the Organon, but to our firm. In addition to this, the Organon has been handed over to the firm of Schering for management, and Schering, in view of an understanding reached with our firm, at the time withdrew their application, which they had already filed, for the granting of a compulsory licence in respect of Sulfapyridin, a fact which had a very favorable effect with regard to our request that other applications for the granting of compulsory licences should be rejected. We would be in an awkward position vis-à-vis the German authorities, if the firm of Schering would now end up by manufacturing Sulfapyridin indirectly in this roundabout way.

The question as to whether the Organon will be able to manufacture Sulfapyridin, even without your approval, on the basis of the Leowens process seems rather doubtful to us as in view of the shortage of raw materials the Organon will hardly be able to obtain permission for carrying out a process which produces so much smaller quantities.

If you agree with these points of view I would ask you to wire us via Herr Brock to that effect.

With best regards
yours sincerely
Prof. Hoorloin.

Director Dr. Grebol

L.S. - Elberfeld signed: Harlein
" " " " Schriftz
" " " " Ribboth

Director Dr. G.

Excipte des Loines Chimie des Rhône-Poulenc

21 Rue Jean Gujen (VII^e)

PARIS

Prof. H./Seng.

1 May 1942.

Dear Director Dr. G.

I am pleased to inform you to-day that the negotiations with the Lehylag and with Schering have had the result that you will be granted the right to manufacture and sell sulfanilicopyridin in France and the French territories, within the framework of the contract concluded between your and our firm. I assume under these circumstances that you will also be prepared to give up your protest against Schering's application for the trade mark "Pyridin". I would ask you to let Herr Brock transmit your answer to this point by telephone to Lovarkusan.

I only touched on the question of the Thiothiazole, in view of the opinions expressed during our recent discussions, and no clear decision was reached on that point. Besides, our views concerning the negligible importance of the Thiothiazoles appear to be shared by the firm of Schering, as they want to replace "Globoacid" by "Pyridin".

A positive decision, in the other sense, was reached in the course of further negotiations with regard to the question of "Tilatin". We are entitled to manufacture and sell this product as well in the French territories, within the framework of the contract concluded between us.

With best regards to you and Herr Grillet

Yours sincerely

Prof. Harlein.

P.S. Enclosed I am sending you the results of the "Trivonal" test (letter from Dr. Loth to Herr Dr. Mitschke of 3. June 1942).

The undersigned.

"Soyi" received² copy.

4 June 1942.

To the Management of the
Société des Usines Chimiques
"Rhône-Poulenc"

21, Rue Jean Guéhen
P. R. S. (So)

P. R. S. (So)

Subject: Sale of pharmaceutical fine chemicals
"Bayer" in France.

In accordance with the agreement concluded with you during the conference of 11 November 1941, we have recently sold the last stocks of pharmaceutical fine chemicals "Bayer" existing in France through "So, 4", Société pour l'Exportation de Matières Colorantes et de Produits Chimiques, Département Pharmaceutique; this disposal of our Paris store of these products. We will not supply the "Soyi" with any further pharmaceutical fine chemicals "Bayer", and we have thus fulfilled our promise to withdraw our pharmaceutical fine chemicals from the French market and the markets of its colonies and protectorates.

asking you kindly to take note of this statement,
we remain

your truly

signed: W. R. Mann Dr. Grebol.

Director Dr. Mortons and
Director Dr. Grobel

I.G. W.-Zilberfeld

signed: Dr. Mortons
" Dr. Grobel
" Schritz
" Nieboth

Director Dr.
Société des Usines Chimiques Rhône-Poulenc
21 Rue Jean Guifen
PARIS (VILLE)

Prof.H./Schg. 25 June 1942.

Sulfapyridin.

Dear Herr Do,

We still have to reply to your letter of 16 May.

In the first instance we would mention that the signing of the contract with Behring and Schering was delayed till June, because quite a number of details cropped up after the basic agreement had been reached, which had to be settled before the contract could be signed. Now that all points have been cleared up, we can give you the following final report:

We have acquired, via I.G., a non-exclusive licence in respect of the relevant patents and patent applications of the Deutsche Hydriernwerke A.G. and the firm of Schering A.G. in Berlin, and have included a patent application of our own in the contract; we have reserved the right to transfer these rights to you in respect of France and the French territories, while giving up our own exploitation; we referred in this connection to the general agreements concluded between your and our firm with regard to mutual exchange of new products. The two above-mentioned firms agreed to this under the condition that your account with the firm of Schering and Behring in respect of sales had to be settled through us.

Thus the licence is not exclusive, either for us or for you, so that Schering can also sell the product on the French market, whereas Behring is not intending to manufacture or sell pharmaceutical products, at least for the time being, and is only interested in getting the licence fees. On the other hand, the firm of Schering considered it necessary to come to an understanding with the Giba as well concerning the Pyrimidin field, in view of that firm's patent applications carrying very early dates of priority.

(page 2 of original)

I.G. Farbenwerke

Director Bo, Paris

25 June 1942.

Now you have already made an agreement with the Ciba to the effect that the exploitation of Sulfathiazol in France and the French territories will be left to you, so that we assume that also in respect of Sulfapyridin Ciba will not be interested in the French market. Perhaps it might be expedient for you to take up direct negotiations with Ciba in this matter. We will inform you in good time on the course of the negotiations between Schering and Ciba.

The Pyrimid of the Schering firm consists of the non-substituted Pyrimidin 2 (p-amino-benzene-sulfonamide). We are familiar with the literature on the Sulfapyridin derivatives, which is mentioned in the enclosure, and we have photostats of same, which we will be glad to place at your disposal if you so wish.

We have no original product of the Schering firm in our possession.

By the way, during our last discussions the members of Schering made the suggestion that you should withdraw your objection to Schering's Hungarian patent application Sch. 5969, while Schering declared themselves prepared to withdraw their objection against your Hungarian patent application A. 3072. We explained to the firm of Schering that we would be pleased to pass this suggestion, which we consider constructive, on to you and that we would ask you for your approval. If you are prepared to grant this, please wire us via Herr Brock.

Yours very truly

I.G.F. FARBEN-INDUSTRIE AKTIENGESELLSCHAFT

Prof. Hoeferlein, pp. Dr. Klotzsch.

-3-

Director Dr. Hortens
Director Dr. Grobel

I.G. H./Eiberfeld

signed: Dr. Hortens
" Dr. Grobel
" Dr. Schnitz
" Dr. Rieth

B2

Director Dr.
Societe Des Usines Chimiques Rheno-Poulenc
21, Rue Jean Goujon (VIIIe)

PARIS.

Prof. H/Schg.

25 June 1942.

Dear Director Dr.,

Enclosed I am sending printed propaganda matter in respect of "Disseptifine", licence Hermark, which was received by us. The firm Couvreur is a medium Belgian pharmaceutical firm owning a small manufacturing or finishing plant. Do not think that the Sulfapyridin is manufactured by the firm itself, but is probably supplied by the Hermarkwerke in the form of powder. In any case "Disseptifine" infringes your Belgian patent 431250. I would be interested to hear from you what steps you intend to take against the firm Couvreur. Do not know whether the Hermarkwerke filed a patent application in Belgium which corresponds to their German patent application N.43312 IVe/12 p. as we already told you on a previous occasion, we have objected to this German patent application.

With best regards

Yours sincerely

Prof. Moorloin.

~~XXXX~~
Société des Usines Chimiques
RHÔNE-POULIÉ

RD/SB
No. 1621

Copy to Director Martens.

Paris, 30 June 1942
Received: 3 July 1942.

To Consul General Mann with the
request to take note.

10 July.

Martens
various signatures.

Dear Professor,

DOLANTINE

I am pleased to inform you that during the second half of May
we have started the manufacture of Dolantine at our factory
at Vitry & Seine. The manufacturing process was carried out
under good conditions, and at present we are regularly turning
out a product of which we send you a sample.

In addition to this, we have applied for the necessary permit
for the sale of this special product, and we hope to be able
to sell it before the end of the current quarter.

We thought that you would be interested in receiving this
information and remain

yours sincerely

signed: H. Bo.

Professor Hoorlain
I.G. Farbenindustrie Aktiengesellschaft

Luppertal-Eberfeld.

Document Book V HJNH
HJNH Document No. 584
Exhibit No.

Societe des Usines Chiriquas
BACHÉ-BOULLE

HG/HC.

Administration.

Lyon, 29 January 1941.
21 Rue Jean Soujan (VIIIe)

Initial: H.

Dear Sir,

Herr Dr has handed me the letter which you kindly addressed to me through the mediation of M. Faure-Beaulieu. I thank you very much for the sympathy you expressed in connection with my slight car accident of last month. Fortunately the consequences of the accident were not serious, so that I was able to resume my activities during the 2nd week of this month though I must still be careful.

I thank you also for having been kind enough, in view of my condition, to postpone our conference, which was to have taken place at Cologne, to the end of February.

Herr Dr will officially inform you of the final date selected. I think it will be the 25th February.

In the hope of soon having the pleasure of seeing you again,

I remain, Dear Sir,
yours sincerely

signed: H. Grillet.

To Consul General Wilhelm MEISE
Member of the Vorstand
I.G. FARBENWERKE A.G.
LEVERKUSEN

(handwritten):
Director Dr. Grobel

By airmail

No. 61
R/GR

4 March 1941.

"Bayer"
I.G. Farbenindustrie Aktiengesellschaft
Sales Department B 2,
LEVERKUSEN.

signed: Schmitz

Subject: Contract R.P.

To-day we went to see Dr. Kolb, in order to inform him of the result of the last conferences at Leverkusen. As we heard on that occasion, Herr Griplet and Herr Bo had already visited him on Saturday and had expressed their great appreciation of their visit at L., their reception there, and of the negotiations conducted.

We handed Dr. Kolb the statement of R.P. concerning the Sulfapyridin patent, of which a copy was sent to you last Saturday.

Dr. Kolb said he was prepared to pass on this statement through the official channels to Herr Kuhlert of the Ministry of Economics.

With kind regards,

SOPI
Department Pharmaceutique

signed: Brock, signed: Krentz.

- 2 -

Reference(illegible)
28 September

Leverkusen, 25 March 1941

Monsieur le President

B. Fauro-Daulieu
37, av. Victor Emmanuel III,
Paris.

No. 1

Dear Mr. Fauro-Daulieu,

I confirm the receipt of your kind note of 23rd February and was very glad to hear that our reception of the members of Rheno-Poulenc at Leverkusen gave the impression which we wished to convey in our discussions, a fact which I had also gathered from the very clearing letter which Mr. Quisen addressed to you. I would like to avail myself of this opportunity for saying that I would consider it expedient with regard to our future correspondence, if we, on our side, maintained a certain continuity by asking you, to handle all matters that concern our licence agreement. All the correspondence will therefore pass through your hands - as has already been arranged at Leverkusen, - and from this day onwards all our letters to you will be numbered. The present letter is marked No.1. Also, I would be grateful if you would continue, as you did in the past, to address your correspondence to me personally. I will do the same with my letters to you. In a few days I will forward you the 2nd licence agreement in the form of a letter, and will ask you to pass it on to Rheno-Poulenc, and I hope that the Company will accept it in that form.

With kindest regards,

I remain
yours very sincerely

signed: W. R. Mann.

Leverkusen, 14 July 1941

TO: President B. FAURE-BEAULIEU
37, Avenue Victor Emmanuel III
PARIS, VIII e

Dear Mr. FAURE-BEAULIEU:

I just received your kind letter from 7 inst.
and I thank you very much. I am glad to read there that
you, accompanied by the gentlemen from Rh.-P., arrived
well in Paris, that everybody was as satisfied with the
result of our conferences as, I should like to state
it, is the case with our side.

.

/s/ MANN

Underlined ex post.

Societe des Usines Chimiques

ROUPE - POULENC,
Societe with a capital of 200 000 000 fr.

ME/ SB.

Administration

No. 20.809

Paris, January 1943
21 Rue Jean Goujon (VIIIe)

Initial M.R. . . .

illegible
handwritten: 2.15 January
1943 D.

Sir,

May I send the best wishes for the New Year to yourself,
your family and to all collaborators of your company whom
we had the pleasure to meet in the passed years.

With the assurance of my highest regards, I remain,

Sir

very truly yours

signed M.EO.

Societe des Usines Chimiques

by order of the Director
General

Consul General MANN

I.G. Farbenindustrie A.G.

Leverkusen near Cologne

Germany

Monsieur le Directeur M. BO.
Societe des Usines Chimiques
RHONE-POULENC
21, Rue Jean Goujon
PARIS (8e)

Dear Mr. BO:

I thank you very sincerely for the good wishes you expressed for me and my family as well as for the personnel of my firm with whom you had contact during our mutual relations.

For my part I send you and my family and the aforementioned personnel join me my best wishes for the year 1943 that, as we will hope, will bring us the realization of our thoughts for the well-being of everybody.

I send you, dear Mr. BO. my sincere greetings

Yours

RMONE - POULENC

Administration
RG/SB No. 20820

Paris 9 January 1943

Translation

Dear Consul General:

I just came back from a rather long journey to Lyons and Southern France and I hasten to send you my most sincere wishes for the New Year for you and your collaborators. I hope we will meet during the next months, as we did several times last year, in order to exchange our opinions and informations.

I apologize for being late in sending my seasonsgreetings to you.

Yours very respectfully

/s/ Grillet

TO: Consul General W.R. MANN
J.G. Farbenindustrie
Leverkusen near Cologne

Leverkusan, I.G.Werk, 13 January
1943

Monsieur le Directeur General
E. BRILLET
Societe des Usines Chimiques Rhone - Poulenc
21, Rue Jean -Goujon

P a r i s (8e)

Dear Director General:

I just received your kind letter from 9 inst., in which you sent your wishes for the New Year for me and my collaborators and I thank you for it most cordially.

For my part I am sending you, a little late but not sincerely, my best wishes for the year 1943 and I hope that the plans for this year will realize, especially the exchange of thoughts during the next months, planned by you.

Expecting to see you again on this occasion I am sending you, dear director general, my most sincere greetings

Translation

Societe des Usines Chimiques Rhone -Poulenc
SG/AG

No. 21,752

Paris, 28 September 1943

TO: Consul General MANN
I.G. Farbenindustrie A.G.
Leverkusen

Dear Consul General:

Postonol. On the occasion of our scientific conferences we had in Paris there was several times a question of Postonol.

Since we want to exploit this product we write Professor HORLICH a letter a copy of which you will find enclosed.

We look forward particularly to the opportunity to talk with you about various problems in the common interest of our corporations. Expecting that, we are

Very respectfully yours

RHONE-POULENC

L'Administrateur-Directeur
General

N. GRILLET

Affidavit.

I, Peter LAETH, residing in Leverkusen-Bayerwerk, Kaiser Wilhelm Allee 5, German National, was warned that I render myself liable to punishment if I make a false affidavit.

I declare in lieu of an oath that my statement corresponds with the truth, was made of my own free will and without coercion, in order to be submitted to the Military Tribunal No. VI at the Palace of Justice Nuremberg, Germany.

I entered the service of the Farbenfabriken vorm. Friedrich Bayer and Co., Leverkusen, in 1903 and was at the end office head at the Office of the Technical Committee (Tec) of the Farbenindustrie Aktiengesellschaft, Frankfurt/Main.

I declare that the excerpt below mentioned is a true copy of the record of the 129th meeting of the Technical Committee in Frankfurt/Main, Gruenburgerplatz.

.....

III. Sundry matters.

8.) a) Vinyl acetate and Polyvinyl Alcohol as emulsifier.

b) Compound glass. Lautenschlager.

Issuing of licenses for our French patents 798 036 resp. 40 116 (Supplement to 695 330) and 719678 to Rhone-Poulenc.

According to the desire of Rhone-Poulenc the following licences are to be issued for the period of this war:

a) a simple licence for the part of patent 798 036 which comprises the production of emulsions by polymerisation of vinyl acetate in watery dispersion in the presence of polyvinyl alcohol.

b) a simple licence for the part of patents 40 116 (Supplement to 695 330) and 719678 which comprises the use of acetate of polyvinyl alcohol as in-between shifts for the production of compound glass.

.....

(page 2 of original)

The original of this record is in the files of the Direktions-
abteilung of Farbenfabriken Bayer, Leverkusen.

Leverkusen, 3 February 1948

/s/ Peter LAMETH
/t/ Peter LAMETH

Certificate: The above signature of Mr. Peter LAMETH, residing
in Leverkusen, Bayerwerk, Kaiser Wilhelm Allee 3, is certified
and testified herewith by me.

Leverkusen, 3 February 1948

/s/ Christian H. TUBERCK
/t/ Dr. Christian H. TUBERCK

Assistant Defense Counsel at the
Military Tribunal No. VI Nurnberg.

Affidavit

I, Helmuth BORGWARDT, born 22 December 1893, residing Leverkusen-Layswerk, Kaiser Wilhelm-Allee 3, was warned that I render myself liable to punishment if I make a false affidavit. I declare in lieu of an oath voluntarily and without coercion the following to be submitted to the Military Tribunal VI in Puerberg:

- 1.) I have been an employee of the I.G. Farbenindustrie Aktiengesellschaft (Predecessor: Chemische Fabrik formerly Weiler-ter-Meer Dordingen) since 1919. My activities as sales manager in the chemical business (Chief clerk with the title director) gave me the opportunity to get acquainted with, and to judge, the following matters.
- 2.) I confirm that the below mentioned excerpt from a record from 5 July 1941 about the visit of Messrs. BO and CLOUZEAU corresponds with the original and is a true reproduction of the discussion at this time.

Notes

about a conference with Messrs. BO and CLOUZEAU from
RHONE-POULENC, Paris on the 5 July 1941 in
Frankfurt am Main.

(Dr. ter Meer for a time)

(Mr. BO is the technical chief of the firm RHONE-POULENC, Mr. Clouzeau - a comparatively young man - works, according to Mr. BO, directly with Mr. BRILLST, chief of the firm.)

These gentlemen explained their visit by a desire to create the same friendly cooperation in the field of substitutes as it has been reached now in the pharmacological field. They were prepared to give us all information wanted by us about their production and were a little disappointed that we did not want to exchange figures on our part. Facing our reserve the French gentlemen stressed the point that we had given the Italians licenses for all our processes. They referred to utterances of Messrs. DONZEMMI and CUCCHINI. The latter particularly seems to be in close touch with Mr. BO.

In answer to the French desire we declared principally that in spite of our agreement with the KUEHLMANN group we are absolutely free in our attitude toward the French substitute- and caoutchouc-production. For the time being we are not prepared to have any talks about licenses with French firms because intensive occupation due to war does not leave us any opportunity to do that and because we can not foresee yet to what extent we will have to consider our export demands for the German production. After the war we would

(page 2 of original)

carefully examine the possibility of granting production licenses to France with - in the limits of the then existing economic conditions and, first, consider the production conditions. According to circumstances it may be possible then to cooperate with Rhone-Poulenc, but also with Kuhlmann or any other French firm. The gentleman acknowledged that and asked to keep up the connection between our firms in the meantime through occasional visits.

In respect to the particular points they said during the conference the following:

- 1.) NRMA (Synthetic rubber) Carbide is not produced by Rhone-Poulenc. It is bought from the Societe d'Electrochimie and the purchase conditions are very favorable. Our statement that for Sura a rather high minimum-production is necessary was received a little sceptically, also our reference to the high demand of capital.
- 2.) Vinyl acetate. By compound to acetate-rayon, comparatively favorable production conditions exist for the monomere product. Thus Rhone-Poulenc is allegedly in the position to sell the 50% polymere emulsion for 60 Pfennig. Moreover, Rhone-Poulenc supplies with monomere Kuhlmann as well as Nobel for polymerisation. Mr. 10 seems not to like these deliveries any more, above all because the market is now ready to take any amount of polymer.
- 3.) Polyvinylchloride. The vinyl acetate-contract with Wecker has been extended not long ago on polyvinylchloride for an additional payment of fra. 800,000,- analogously to the Wecker-Lassen agreement. Meanwhile Mr. 10 had realized that Wecker has not much to offer and therefore wants licenses from us. He emphasizes that his small production is running satisfactorily.
- 4.) Polystyrol. The sale runs smoothly although the production at Rhone-Poulenc seems to be rather expensive because Mr. 10 tries to understand that not much profit is made on this product in spite of, in our opinion, high French selling prices. We mentioned that our pre-war plans to establish with Kuhlmann a production in France were not realized.
- 5.) Polyamides. Rhone-Poulenc has a similar working division between Rhodiasete and its firm as exists in the I.G. between Sparto II. and III. The communication of experiences to Du Pont has been ceased by France not long ago, on the other hand no information at all has arrived from Du Pont this year. Mr. 10 asks whether we took care of registering our patents in France. He suggests that both our firms take up directly the experience provided in the contract since the route via America is not practicable any more. We promised to examine this question and to define our attitude again. Rhone-Poulenc is also prepared to register our patents in France for us. 10 says that processes taken over from America have been considerably improved.

(Page 3 of original)

at his firm. *)

Mr. CLOUZAU asks for a sample of Polyamid 6351 (Iamid 4).

- 6.) Polymer Aethyleneoxyde. Mr. DO mentioned briefly that he sees interesting possibilities in this field. When I asked whether he means polymere aethylene he emphasized that it was a question of aethyleneoxyde and not of aethylene.

Dictated by: JOSEPH WAGNER.

Distribution:

Director Dr. ter Meer
Director Weber-Andres

Director Dr. Andros, Lu.

Dr. Albers for K/ Bonn.
Mr. Grobe
4 copies K

- *) Reference to our attitude toward Donogadi: We are so big on Polymide (three digit figures of tons per month) to disclose our European quotes (for certain countries) even for payment. DO makes 8/9 tons per month.

I read carefully the above declaration and have signed or signed each of the three pages.

I declare in lieu of an oath that I told the pure truth in this affidavit.

Lovornhausen, 29 January 1948.

/s/ Helmut Jorgwerdt
/t/ JOSEPH WAGNER

Signed before me by Mr. JOSEPH WAGNER, the person who made this affidavit.

/s/ Christian E. Tuork
/t/ Dr. Christian TROCK
Assistant Defense Counsel at the
Military Tribunal VI Würzburg.

AFFIDAVIT.

I, Helmut SCHEIDT, born 22 December 1893 in Luebeck, residing in Leverkusen, aware that making a false affidavit is punishable declare under oath voluntarily and without coercion the following, to be submitted to the Military Tribunal VI in Saarburg:

1. I have been working at the I.G. Farbenindustrie A.G. Frankfurt am Main from 1925 and I am now sales manager for chemicals at the Farbenfabriken Bayer in Leverkusen.
2. On 5 July 1941 Messrs. SO and CLOUZEAU from the firm Rhone-Poulenc visited the I.G. Farben in Frankfurt am Main. I have had made a record of this talk with Messrs. SO and CLOUZEAU which is designated "Notes about a conference with Messrs. SO and CLOUZEAU from Rhone-Poulenc, Paris, on the 5 July 1941 in Frankfurt/Main." I dictated these notes immediately after the visit of Messrs. SO and CLOUZEAU on 5 July 1941.
3. I remember very well even now that the visit of Messrs. SO and CLOUZEAU took place on their own initiative and absolutely voluntarily. These gentlemen desired to effect a direct exchange of opinions with the I.G. concerning substitutes, above all in the field of superpolyamides and referred in their suggestion to the fact that a friendly cooperation had been already reached with the pharmaceutical department of the I.G. The manner, in which these gentlemen referred to this cooperation, made it obvious that it has corresponded to their wishes and has been welcomed very much by them.

I read carefully the above affidavit and signed it. I declare under oath that in this affidavit I told the pure truth according to the best of my knowledge and belief.

Leverkusen, 16 December 1947.

/s/ Helmut SCHEIDT

Signed before me on 16 December 1947 in Leverkusen by Mr. Helmut SCHEIDT who is known to me as the person who made the above affidavit.

/s/ Christian E. TULOCK
/t/ Dr. Christian E. TULOCK

Assistant Defense Counsel at the
Military Tribunal VI, Saarburg

AFFIDAVIT.

I, Fritz MOCK, born on 17 March 1894, residing in Sedan-Sedan, Dichtentaler Allee 11, was warned that making a false affidavit is liable to punishment. Voluntarily and without coercion I declare in lieu of an oath the following, to be submitted to the Military Tribunal VI in Auerberg:

- 1) I started to work at the then Hoechst Farbwerken (from 1 January 1926 I.G. Farbenindustrie, Frankfurt/M.-Hochst) on 1 April 1926.
From February 1928 until the beginning of the war I was employee of French firms which represented the interests of the "Bayer" sales-combine in France. I came back to Paris in June 1940 and worked again for the sales-combine "Bayer"; from 1942 I was member of the Comité Consultatif of the Theraplix Societe Anonyme in Paris.
- 2) After conclusion of the license agreement 1 from 30 December 1940 and the license agreement 2, from 28 March 1941 the question remained open, whether, and which, agreements could be concluded in regard to the remainder of products of the firm Produits "Bayer" not included by the above agreements. As is well known Mr. MANS in his letter from 18 December 1940 to Rhone-Poulenc, recognizing the objections of Rhone-Poulenc, had dropped the idea to create of a joint sales corporation.

After conclusion of the licensed agreement 2, it was the firm Rhone-Poulenc which showed a particular interest in the creation of a joint sales corporation. The first conference about a joint sales organization Rhone-Poulenc/ "Bayer" took place in Paris on 29 April 1941. The conference resulted in an agreement concluded to a share relation of 51% "Bayer" and 49% Rhone-Poulenc. The gentlemen from Rhone-Poulenc wanted at first a share relation 50:50. However, in the course of the negotiations they agreed to a 51% share of "Bayer" and consequently to a majority of "Bayer", because they recognized the fact that "Bayer" will bring into this sales corporation higher values as to the assortment than Rhone-Poulenc. The expression "lesser evil" is familiar to me from the then prepared record of the chief clerk Werner SCHWITZ about the negotiations from 23 and 24 May 1941. On careful recollection of the negotiations at that time I could not realize that this expression "lesser evil" was really uttered by the gentlemen from Rhone-Poulenc. I believe I may say with certainty that the French gentlemen did not use this or a similar expression.

In a later conference between Rhone-Poulenc and "Bayer" on 3 July 1941 in Leverkusen Mr. MO submitted to take over the S.A. Theraplix as a joint sales corporation. On this occasion the gentlemen from Rhone-

(page 2 of original)

Poulenc agreed to transfer 2% of the capital of the new sales corporation to Mr. Faure-Besaulieu. The transfer of the 2% of shares to Mr. Faure-Besaulieu was very desired by the firm Rhone-Poulenc because Faure-Besaulieu was French and thus the necessary permission of the French government for the transaction would be obtained. In a letter from 23 July 1941 to Mr. Faure-Besaulieu Mr. MASH made it clear again that these 2% are to be held internally by Mr. Faure-Besaulieu as trustee for the I.G. Farben and that it is necessary on his part to declare to Rhone-Poulenc in a clear and unmistakable manner (d'une façon claire et nette) that these 2% really belong to I.G. I have conveyed this letter to Mr. Faure-Besaulieu and he took notice of its contents. However, he returned this letter to me because he thought some change desirable. Thereupon some correspondence ensued and negotiations with Mr. Faure-Besaulieu concerning the final formulation of his position as confidential agent or trustee.

This correspondence and the conferences were concluded by a letter of Mr. Faure-Besaulieu to "Bayer" I.G. Farben from 27 April 1942 and by a letter from 5 May 1942 in which Mr. Faure-Besaulieu declared to the firm "Bayer" I.G. Farben as well as to the firm Rhone-Poulenc that as holder of the 2% share in the S.A. Theraplix he will act on behalf of both parties as a confidential agent. "Bayer" I.G. Farben respectively Mr. W.E. MASH were satisfied with this declaration of Mr. Faure-Besaulieu although it did not correspond to the earlier agreements about the shares.

The joint sales corporation S.A. Theraplix was developing favorably. I myself was member of the Comité Consultatif as "Secrétaire général". President of the corporation was Mr. Maxime VAILLANT, son-in-law of the president of the firm Rhone-Poulenc, Mr. JUISSON. There were never any difficulties or disagreements in the corporation.

Theraplix took over from the firm "Bayer" gradually more than 50 preparation for marketing. I turned over to the gentlemen from Theraplix a great number of production prescriptions among them the important prescription for Campolen. Moreover Theraplix received from Elberfeld as well as from Hoechst important deliveries of preliminary products for production of preparations which had been taken over; thus about 40 tons of sulfonamide were delivered by Elberfeld for the production of septolix. The firm also helped Theraplix at the purchase of the Standard-work for Organische Chemie, Solstein.

When on the ground of official directives workers from Theraplix were supposed to be transferred to German plants, I succeeded in preventing the transfer of certain workers. Additional electricity quotas and other privileges were procured for Theraplix as a preference plant.

(page 3 of original)

The firm "Bayer" never claimed more rights in the management and influence than it was entitled to according to the contract agreements. It has to be mentioned that all employees of Theraplix were French; I was the only German in Theraplix.

Neither were there any complaints by the firm Rhone-Poulenc about the management of Theraplix, nor did I learn objections of the firm Rhone-Poulenc against an unfair behavior of the firm "Bayer".

Mr. F. Mor-Saulieu declared to me some time in 1942 about the following:

"Whatever the developments will be the contract with Rhone-Poulenc will continue to exist, which was also told to him by an official of the French Ministry of Trade."

President VILLANT expressed often his satisfaction with the trade corporation and the development of business. He declared to me several times that he intends to satisfy Mr. MANN by reaching the 100 Million limit, already in the second annual report.

I read carefully the above statement and made signs or signed on each of the three pages.

I declare in lieu of an oath that in this affidavit I told the pure truth.

Leverkusen 10 February 1948

/s/ Fritz BROCK
/t/ Fritz BROCK

Signed before me by Mr. Fritz BROCK the person who made the above affidavit.

/s/ Christian H. TUERCK
/t/ Dr. Christian H. TUERCK

Attorney-at-Law and Assistant
Defense Counsel at the
Military Tribunal VI Nuernberg

In writing:
H D W W Grobel to the file
but discuss before.

FAURE BEAULIEU
37, Ave. Viktor Emmanuel III
Paris 28 February 1941.

eri 7/3/41
M.

TO: Consul General W.R.MANN

Dear Sir,

After my return to Paris I wish to express my most sincere thanks for your cordial reception as well as for the signs of sympathy you showed me which impressed me the more considering the general circumstances, present and of the recent past.

My French compatriots who were with me during my stay in Cologne and Leverkusen had the same feelings and I am sure that they will convey to you directly their thanks.

Considering the mutual goodwill shown at our recent conferences only happy achievements can result from it which will contribute to a good understanding between our two countries which I wish very sincerely.

Please convey my most sincere thanks to all of those with you who also received me so well.

Yours very truly

/s/ B. Faure -Beaulieu.

SOCIETE DES USINES CHIMIQUES
RHONE-POULENC
Paris

Paris 21, Rue Jean-Bouillon
(VIIIe)
28 February 1941.

President.

Dear Consul General:

I would not like to retard any more the expression of my thanks for the cordiality of your reception which you showed my collaborators during their stay in Cologne.

As a matter of fact I was not surprised knowing for a long time, having experienced it myself, the constant tradition of hospitality of your country. But it was particularly pleasant for me because of present circumstances that those gentlemen with you had found such an comprehension and affability.

They were very much impressed themselves and the gratitude I am expressing is theirs as well as their presidents.

This satisfaction, however, is mixed with a regret, namely that I was unable to accompany them because of obligations of my position; but I hope that I'll be allowed before long to come to continue this work of economic collaboration for the greatest benefit of our two countries.

Yours very truly

/s/ Signature

TO: Consul General W.R. MANN
Membre of the Vorstand
I.G. Farbenindustrie A.G.
Leverkusen near Cologne (Germany)

DOCUMENT BOOK V MANN
Document Mann

CERTIFICATE OF TRANSLATION

25 March 1948

I, Stanislaw S. Feldman ETO 1043, hereby
certify that I am a duly appointed trans-
lator for the German and English languages
and that the above is a true and correct
translation of document book "MANN.

Stanislaw S. FELDMAN
ETO 1043.

Case 6
Defense

TRIBUNAL VI

CASE 6

DOCUMENT BOOK VI

for

Wilhelm Rudolf MANN

submitted by the
Defense Counsel

Dr. Erich BERNDT
Attorney-at-Law



Teng

Document Book VI

for

Wilhelm Adolf KAMM

| Doc.No. Exh.No. | Contents | Page |
|--|--|------|
| 159 | Affidavit of the director general Wilhelm ZANGEN. The witness was director of the Reichs Group Industry since October 1938. He reports in his statement about the speech of Goebbels SAUCKEL, which is mentioned in Doc.No.MI-8256 Progs.Exh.1322. The witness testifies that SAUCKEL did not discuss in his report before the Reichs Group Industry at that time the question whether and to which degree the foreign workers had come to Germany voluntarily or under coercion. SAUCKEL had insisted emphatically that the best possible should be done in all fields for the foreign workers. SAUCKEL dealt also in his report with the question of wages, housing and feeding. | 1 |
| 108 | Affidavit of Christian BAUCH, member of the general management of the Reichs Group Industry from 1935 until 1945. BAUCH was present at the lecture which Goebbels SAUCKEL held in autumn 1943 before the Reichs Group Industry. SAUCKEL discussed general questions of labor commitment and proclaimed also, in accord with the Reichs Group Industry, that the foreign workers should be well treated. Within the framework of the Reich Group Industry KAMM did not deal with questions of labor commitment. He was invited only for the reason because he was a member of the advisory council of the Reichs Group Industry. | 3 |
| 259, identical with BOERLIN Doc.No.85 Exh. 5 | Affidavit of Dr.Otto LUNCKER. The witness states with reference to responsibility for the affairs of the scientific department Leverkusen, that Dr.MERTENS was responsible to KAMM in questions of business- and scientific-propagandistic character only. | 5 |

Document Book VI

for

Wilhelm Rudolf KAHN

| Doc. No. Exh. No. | Contents | Page |
|-------------------|--|------|
| 139 | <p>Affidavit of Heinrich IGW, deputy director of the Bayer-personnel department. The witness describes the procedure with reference to the employment of scientific co-workers and commercial employees. Through examples and comparisons with similar cases concerning other co-workers, he shows that Dr. VETTER did not receive a higher salary or any other special consideration. The professional attitude was the deciding factor concerning any employment. The membership to the NSDAP or any of its affiliated organizations was neither a condition nor a decisive factor. The employment and the rate of salary of Dr. VETTER is by no means to be considered as unusual.</p> | 6 |
| 313 | <p>Affidavit of Gerhard KAHN, since 1931 head of the microbiological and veterinary-medical sales department of Bayer. (See Doc. II-12181 Proc. Exh. 1606). The witness gives the reason for KAHN's visit to the Reich Health Leader, State Secretary COEHL. During a discussion between the witness and KAHN which took place previous to the visit, the danger of spotted fever threatening from the East was discussed and the appeal of the heads of the Government General directed to the Behring Plants, that an installation should be established at once in the Polish area for the production of spotted fever-vaccine, after the method of Prof. WEIGL. KAHN declared that the I.G. could not evade this urgent appeal and that industrial considerations would have to stand aside in the face of this problem. He took it upon himself to inform the State Secretary COEHL of the willingness of the I.G. and at the same time to inform him of the offer of the Behring Plants with regard to the manufacture of a vaccine after the American method. KAHN did not take an active part in the further development for the establishment of the institute in Lemberg (Lwow).</p> | 8 |

Document Book VI

for

Wilhelm Rudolf KANT

| Doc.No. Exh.No. | Contents | Page |
|-----------------|---|------|
| 559 | Excerpts from the minutes of the Beyer management-conference (D-c.3.1/42) on 6 January 1942. KANT reports that the Behring plants had received the official order to establish a spotted fever institute in Lwow which will work after the method of Prof. WEIGL. | 12 |
| 560 | Excerpts from the minutes of the conference of the Beyer management. (D-c.3.2/42) on 6 February 1942. The formalities concerning the establishment of the Behring institute Lwow GmbH were discussed. The administration and organizational direction will be carried out through LEVINSKUSKI and the production-technical and scientific direction will be effected through Karberg. | 13 |
| 500 | Affidavit of Walter SCHWABHART, specialist for the supply of medicines to the Wehrmacht, employed by Beyer, including a chart showing the structure of the medical service of the Wehrmacht. The supply for the SS was carried out on the basis of the allotted contingents and was put on the account of the Army medical service. The delivery of Mitigal (remedy for scabies) for the SS increased from 3500 kg in 1939 to 230000 kg in 1943. Beyer did not have a monopoly in remedies for scabies. KANT was not informed of the details with regard to the deliveries and the receivers. | 14 |
| 123 | Affidavit of Josef SCHMITZ, director of the department F (Foreign partners of the cooperation Beyer). The witness testifies that the incoming sales reports of the Dagesch did not carry the initials of KANT. The witness declares further that at no time during the war did he know or even had heard a rumor that people were gassed in the concentration camps. Otherwise he most certainly would have discussed it with KANT. | 18 |

Document Book VI
for
Wilhelm Rudolf WAPP

| Doc.No. | Exh.No. | Contents | Page |
|---------|--------------------|---|------|
| | 251 254 | Affidavit of Rudolf LANGGUTH, former chief of the Doyer-Direktionsabteilung (Management Section). The witness describes the treatment of mail which arrived at Doyer's. It was WAPP's custom to initial documents submitted to him for his information with the initial "W". The witness first heard about the horrors of the Buchenwald concentration camp after the end of the war. In view of his (the witness') having a close relationship with WAPP in which they took each other into their confidences, WAPP would certainly have discussed the matter with the witness if he (WAPP) had heard any rumors to that effect. | 20 |
| 973 | | Affidavit of Rudolf LANGGUTH. The mail received at Doyer's in one day amounted to between 500 to 1000 letters. Mail which was addressed to the address of the firm was sent from the Direktionsabteilung (Management Section) directly to the pertinent departments. Important letters were submitted to WAPP by the directors of the departments, if the letter considered a decision on the part of WAPP necessary. The Doyers' reports on the turn-overs were addressed to the address of the firm and therefore went directly to the pertinent department. | 21 |
| | 642 643 | Affidavit of Josef SCHMID. Business reports or other communications from the firms HERBERT-LINGNER GMBH (HELG), Frankfurt/Main and TESCH & SPRENGER (TEST), Hamburg were not received by Doyer. A direct connection with these firms did not exist. | 25 |

Document Book VI
for
Wilhelm Rudolf HENSE

| Doc. No. | Exh. No. | Contents | Page |
|----------|----------|--|------|
| 5 | | Affidavit of Dr. med. Otto WROTHMELD, Vienna. The witness declares that as a result of the general pressure which did not leave any other way open for the firm Dreyer he left the firm in September 1937 as a person of partly Jewish blood. HENSE then made it possible for him, financially, to study medicine and part from this HENSE personally paid the amount of 5,000.- RM at his disposal in the summer of 1940. | 24 |
| 95 | | Affidavit of Alexander SCHMID. The witness left the firm Dreyer in the year 1941 as a result of his being married to a Jewess. He declares that his dismissal was effected under the constant pressure of the party office (Dienststelle). He received financial support after his dismissal. | 25 |
| 13 | | Affidavit of Karl SCHMIDT. The witness has known HENSE for over 20 years. The witness describes the help given to his son. HENSE reportedly expressed the wish to the witness, to be able to leave the party. Leaving the party would have had the most serious consequences. | 27 |
| 14 | | Affidavit of Karl SCHMIDT, since 1935 chief of Dreyer's export department for the near East. The witness reports on a discussion with HENSE at the Auslandsorganisation (Foreign organization - 'O') in Berlin. It was held against him that the firm Dreyer was very careless with regard to the exclusion of non-Aryans. The 'O' overruled HENSE's objections to the exclusion of Jewish associates. | 28 |
| 557 | | Excerpt from the minutes of the 20th meeting of the commercial committee (Wirtschaftlicher Ausschuss) of 10 March 1939, in Berlin. Foreign transactions which hitherto have required only the sanction of the Reich Economic Ministry are now also dependent upon the cooperation of the 'O' (Auslandsorganisation (Foreign organization) of the NSDAP). | 30 |

Document Book VI
for
Wilhelm Adolf MANN

| Doc.No. | Exh.No. | Contents | Page |
|---------|---------|--|------|
| | 537 387 | Minutes of the discussion between Rhône-Poulenc/Special (Grillet, Dr. Barral) and Dreyer on 28 and 29 April 1941 in Paris. The acceptance-price "Dreyer" for 5,000 kg Mefrin was discussed. Since the prices, sanctioned by the French government, for Mefrin are higher, Rhône-Poulenc is agreed to include the additional price in the settling of accounts with Dreyer in connection with the license as reimbursement to Dreyer. | 31 |
| | 17 | Report on the scientific-technical conference with the representatives of the firm Rhône-Poulenc, on 12/13 November 1941 in Paris. On the side of Rhône-Poulenc, among others, Mr. BUISSON, Mr. GRILLET, Dr. Dr., Mr. BARRAL and the patent-rights experts REISTER and MOYER took part. The Frenchmen report that very lively negotiations are taking place in France in connection with new patent rights, and that Herr MOYER of Rhône-Poulenc is a member of the patent commission. They also suggest joint action in Switzerland, Spain, France and Italy. | 35 |
| | 16 | Letter from Dr. Vernand JICO, Paris, to Miss GCHMIDT, Paris, dated 12 March 1948. Dr. Vernand JICO is an attorney-at-law in Paris and certifies that the patent law of 27 January 1944 is still applicable today. This law contains amendments in the organic patent laws in France, which have been demanded for many years by the interested parties and which finally guarantee the interests of French citizens. | 35 |
| | 635 | Letter from RHÔNE-POULENC to Dreyer, dated 5 May 1942. This is the so-called lettre similaire. | 39 |

Document Book VI

for

Wilhelm Rudolf HEINE.

I certify that all the documents contained
in this document book correspond verbatim
with the documents submitted to the Tribunal.

Hannover, 23 March 1948,

Dr. Erich HERTOT

Defense Counsel.

Affidavit

I, Wibold ZANGF, residing in Düsseldorf, Cecilienallee 6-8, know that I render myself liable to punishment if I make a false affidavit. I declare under oath that my statement corresponds to the truth according to the best of my knowledge and belief and was made in order to be submitted in evidence to the Military Tribunal in Nurnberg.

In my capacity as director general of the Reichsgruppe Industrie-Flants I was appointed, in October 1938, to the position of director of the Reichs Group Industry.

In autumn 1942 or in 1943 a meeting of the full Advisory Council of the Reichsgruppe Industry took place, on which occasion the then Plenipotentiary General for Labor, Gauleiter SACHSEL, gave a lecture concerning the situation of labor commitment and the treatment of foreign workers, their wages, housing and other social welfare.

In regard to the reasons for this meeting and the contents of the report by Gauleiter SACHSEL I can state the following from memory:

A certain disquiet had arisen in the circles of the German industry in connection with the employment of foreign workers, which was caused by the fact that instructions concerning this question were given to the industry by the most varying authorities which were partly contradictory or were not at all or not completely in accord with the policies generally desired by the industry. This was also the result of the various competencies which were often overlapping in this field and made it difficult for the individual employer to reconcile his own opinion with the orders of the various authorities. For this reason it was desired to hear from the man who had the last word in this field, a clear statement of his opinion, and it was for this reason that Herr SACHSEL gave his lecture to the full advisory council of the Reichsgruppe Industry. If I remember correctly the circle of those who had been invited had been extended beyond the members of the full advisory council itself.

Herr SACHSEL first of all dealt generally with the question of the labor commitment in Germany and dealt subsequently with questions of wages, housing, and feeding of the foreign workers living in Germany. I remember distinctly that the audience heaved a sigh of relief, when we heard that Herr SACHSEL maintained emphatically that the best possible should be done in all fields for the foreign workers,

(page 2 of original)

and that he pointed out, that satisfactory production could only be expected from the foreign workers if everything was done on the part of the employers to make their stay in Germany as comfortable and pleasant as possible. As far as I remember, Herr SAUCKE did not discuss in his lecture at that time the question whether and to which extent the foreign workers came to Germany voluntarily or under compulsion nor was the question discussed how those workers were allocated for present production or the other production in Germany.

Duesseldorf, 5 March 1948

signed: Wilhelm ZUB

The foregoing signature of Herr Wilhelm ZUB, Duesseldorf, Cecilienallee 6 - 8, whose identity has been established, is hereby certified and attested to.

Duesseldorf, 5 March 1948

signed: Dr. Wilfried GIB

(page 2 of original)

and that he pointed out, that satisfactory production could only be expected from the foreign workers if everything was done on the part of the employers to make their stay in Germany as comfortable and pleasant as possible. As far as I recall, Herr BRÜCKE did not discuss in his lecture at that time the question whether and to which extent the foreign workers came to Germany voluntarily or under compulsion nor was the question discussed how those workers were allocated for armament production or the other production in Germany.

Düsseldorf, 5 March 1948

signed: Wilhelm Brück

The foregoing signature of Herr Wilhelm Brück, Düsseldorf, Cecilienallee 6 - 8, whose identity has been substantiated, is hereby certified and attested to.

Düsseldorf, 5 March 1948

signed: Dr. Alfons Gels

Affidavit

I, Christian RAUCH, born on 17 December 1905, residing in Harburg-Ottmarschan, Sichenallee 17, have been warned that I render myself liable to punishment if I make a false affidavit. I voluntarily and without compulsion declare the following under oath, to be submitted to the Military Tribunal VI in Nurnberg.

- 1.) From 1935 - 1945 I was a member of the management of the Reichsgruppe Industry.
- 2.) Herr Consul General MANN was a member of the so-called Full Advisory Council of the Reichs Group Industry since about 1941 or 1942. The Full Advisory Council of the Reichs Group Industry did not have any legalized or otherwise established functions, but was merely a gathering of holders of honorary office in the organization of the Reichsgruppe Industry and as such consisted of the director of the Reichs Group Industry, the members of the restricted Advisory Council, the heads of the economical groups, the directors of the industrial departments of the Gau-economic chambers and the chairman of the committees of the Reichs Group Industry. The Full Advisory Council met occasionally in order to hear technical reports or programmatic speeches of representatives of the ministerial departments. Gauleiter SAUCKEL spoke before this corporation in Autumn 1942 in his capacity as representative of the Minister for Labor, and commissioned with the direction of the labor employment, about problems pertaining to labor commitment. Herr Consul General MANN did not concern himself with questions of labor commitment within the framework of the Reichs Group Industry. The invitation was extended to him merely for the reason that he was a member of this corporation.

According to my own recollections and to information which I received from others who took part in this meeting, I can state the following:

SAUCKEL advocated very much in his report the improvement of the situation of the foreign workers. He thus met the wishes which had been advocated by the Reichs Group Industry, which had always demanded good treatment for the foreign workers, decent food and housing.

I have read the foregoing statement carefully and undersigned in my own handwriting.

I declare on oath that

(Page 2 of original)

that I have stated the whole truth in this affidavit.

Hamburg, 1 March 1948

signed: Christian RUCHE
(Christian RUCHE)

Signed before me by Herr Christian RUCHE as the person who
made the foregoing affidavit,

signed: Dr. Hugo SCHLASS
(Dr. Hugo SCHLASS)
Attorney-at-Law
Defense Counsel

Identical with
Document HOWLEIN No. 85
Book 3, p. 75, Exh. 5

Excerpt from:

Declaration on oath

I, Dr. Otto LUCKER, born 14 June 1900 in Harburg, residing at Opladen, Friedensbergerstrasse 2, being aware of my liability to punishment in the case of false statements, subsequent to having been interrogated by Herron FINSKOFF and von HALLER at Frankfurt-on-the-Main on 22 and 23 September 1947, in connection with the subject matter under discussion, at the said interrogations declare the following upon oath, voluntarily and without any compulsion, for submission to the Palace of Justice, Harburg, (Public Justice of Military Government):

1) It is I who is responsible for the interests of the pharmaceutisch-wissenschaftliche Abteilung I (pharmaceutical-scientific department I) and consequently for sulphonides too; Dr. JOHANN is responsible for the interests of the pharmaceutisch-wissenschaftliche Abteilung II and consequently for the spotted fever-preparations B 1034, 3582 and Rubenol too. The superior responsibility for the various pharmaceutical-scientific departments is in the hands of Dr. VERTZ; he in turn was responsible to Herr SAWE with regard to commercial and scientific propaganda questions and to Professor HOWLEIN in connection with questions of scientific development (new medicaments), with regard to Elberfeld, and to Prof. LAUTENSCHLAGER with regard to Moench.

.....

.....

.....

Page 7 of the Affidavit:

.....

..... I declare under oath that I have told the whole truth in this statement to the best of my knowledge and belief.

Leverkusen, 10 November 1947

signed: Dr. Otto LUCKER
Dr. Otto LUCKER

Doc. Roll No. 1278/1947

Herr Dr. Otto LUCKER, Diplom-Chemiker, Opladen, Friedensbergerstrasse 2, has given before me today

- a)
- b) on page 7 of the main text his full name "Dr. Otto LUCKER"
- c) ... in his own handwriting.

Opladen, 10 November 1947

The permanent Deputy of the Notary, Justizrat Max HORN ANW.
L.S.

signed: Dr. HEINRICHS
(Dr. HEINRICHS)
Assessor.

Affidavit.

I, Heinrich LOEF, born 5 October 1893 at Unter-
lickebrach (Frankfurt on Main, Hochst), residing at
Lammerweg 28, Leverkusen-Schleibusch 2, know that I
render myself liable to punishment if I make false
statements: I make the following affidavit voluntarily
and without compulsion, for presentation to the Military
Tribunal VI at Muenberg:

1) On 14 October 1907 I entered the Farbwerke vorm.
Meister, Lucius & Bruening in Hochst on Main and
was transferred, on 1 October 1923, to the I.G.
Farbenindustrie Aktiengesellschaft in Leverkusen
as deputy manager of the Bayer personnel office.
In this capacity I had to deal with the matters con-
cerning the employees of the "Bayer" sales combine.
I am therefore familiar with all questions connected
therewith.

2) Re: Dr. Hellmut VETTER.

Dr. VETTER's employment as scientific co-worker and
his progression of pay cannot be regarded as ex-
traordinary.

The only criterion in engaging scientific co-
workers and commercial employees was their ex-
perience in their particular field. The appli-
cations were judged on strictly professional con-
siderations. Membership in the PSDiP or one of its
organizations was neither a condition nor a deci-
sive factor for employment.

Employment was initially on probation, and only
after expiration of the probationary period pro-
visionally agreed upon, permanent employment and, at
the same time, a readjustment of salary were
arranged.

The probationary period agreed upon with Dr. VETTER
ran till 31 March 1939. On 1 April 1939 he was
given permanent status and his salary increased
from RM 700 to RM 800.

For comparison of the increases of salaries, I
quote the progression of pay of the gentlemen em-
ployed in the same department as Dr. VETTER:

3. Herr Lothar SPANNE, M.D.
born 4 December 1910, engaged on 1 October
1938, inducted into the Army on 21
November 1941.

| | | |
|------------------|-----------------|------------|
| | Salary: | RM 505.00 |
| Progressive Pay: | 1 April 1939 | RM 700.00 |
| | 1 October 1939 | RM 750.00 |
| | 1 January 1941 | RM 800.00 |
| | 1 April 1943 | RM 900.00 |
| | 1 December 1944 | RM 1000.00 |

(page 2 of original)

b. Dr. med. Fritz DRESCHER
born 12 April 1908, engaged on 1 April 1937
inducted into the Army on 30 August 1938

| | Salary | RM |
|---------------------------------|--------|------------|
| Progressive Pay: 1 January 1943 | | RM 908.00 |
| 1 December 1944 | | RM 1000.00 |

c. Herr Rolf BUEGE, D.Ph.
born 17 October 1905, engaged 15 October 1935
inducted into the Army 9 September 1944

| | Salary | RM |
|---------------------------------|--------|------------|
| Progressive Pay: 1 January 1939 | | RM 580.00 |
| 1 January 1939 | | RM 550.00 |
| 1 January 1941 | | RM 600.00 |
| 1 December 1944 | | RM 1000.00 |

d. Herr Holmut VETTER, M.D. himself
born 21 March 1910, engaged 17 February 1936
inducted into the Army 20 May 1941

| | Salary | RM |
|-------------------------------|--------|------------|
| Progressive Pay: 1 April 1939 | | RM 700.00 |
| 1 January 1941 | | RM 850.00 |
| 1 April 1943 | | RM 900.00 |
| 1 December 1944 | | RM 1000.00 |

The above quoted instances prove conclusively that Dr. VETTER's advancement cannot be regarded as extraordinary.

3) The payment of salaries to employees on active service took place in conformity with the established general rules. As a matter of principle the difference between the family allowance and 35% of the last net salary was paid. I enclose a copy showing the regulation in force since 1 January 1940.

From the Welfare Office Mrs. VETTER drew a family allowance amounting to RM 342.00; our contribution was RM 410.00. After deduction of the wages tax involved there remained 35% of the net income.

As regards the increase of salary I would add that once a year, in adherence with the provisions of the wage-stop, a re-examination of the salaries of the employees took place. Following a resolution of the Vorstand of the I.G. Farbenindustrie Aktien-Gesellschaft, also the salaries of the employees inducted into the Wehrmacht were increased to the same extent as those of the employees who had not been drafted. As far as I know, the reason underlying this policy was the desire to avoid placing these employees at a disadvantage through their active service.

Document Book VI SANB
MANN Doc. No. 139
Exh. No.

(page 2 of original, cont'd)

Similarly, the employees serving in the forces, like the rest of the employees, received special allowances in cases of particular economic circumstances, as for instance when births or illnesses occurred in the employee's family.

(page 3 of original)

In all cases the employees received notification in writing of all changes of salary, special allowances etc.

I have carefully read and signed in my own handwriting, each of the 3 (three) pages of this affidavit and declare herewith on oath that I have told the truth.

Leverkusen, 17 December 1947

(signed) Heinrich LOEY

Signed in my presence on 17 December 1947 at Leverkusen by Herr Heinrich LOEY, known to me to be the person making the above affidavit.

(signed) Dr. Christian H. TUBROCK
Assistant Defense Counsel at the
Military Tribunal VI Nuernberg.

Affidavit.

I, Gerhard MANN, born 1 July 1897, residing at Walter Flex Strasse 10, Leverkusen-Wiesdorf, have been warned that it is punishable to make a false affidavit. I declare herewith that my following statement on oath was made voluntarily and under no compulsion whatever for the purpose of being submitted in evidence to the Military Tribunal in Nuremberg.

I.) On 1 June 1924 I entered the services of the Behringwerke A.G. Marburg, at that time still an independent enterprise; in September 1939, when the I.G. Farben leased the enterprise, I was taken over and transferred to Leverkusen. In the Bayer sales combine I have been, since 1931, in charge of the sero-bacterial and veterinary sales department which was designated as Department Behringwerke. In 1939 I became Prokurist and in 1940 a member of the board of managers.

II.) Conference on typhoid fever on 20 December 1941 in the Reich Ministry of the Interior in Berlin.

I have perused the official record of this conference, Document No. 1315, Exh. 489, as well as the memorandum, Dr. DIEBOLD Document No. NI 12183, Exh. 1607 and my own file notes, Document No. NI 12181, Exh. 1606, and I have to make the following statements relating thereto:

As mentioned in my file notes, Doc. NO 12181, 1st paragraph, one of the reasons for calling this conference was the visit of Consul-General MANN to State Secretary CANTZ on 23 December 1941. The following circumstances led up to this visit:

On 20 or 21 December 1941 I had an internal conference with consultants and representatives of the sales department Behringwerke. During this conference our representatives from the occupied Polish territories gave a report of the grave concern of the health authorities and district physicians and the anxiety of the population about the alarming increase of the typhoid fever epidemics. In the first place there was a shortage of typhoid fever vaccine as the production of Professor Dr. WEIGL's Institute in Lemberg had been requisitioned for the use of the Wehrmacht and the recently started vaccine production of the Hygienic Institute in Warsaw was not yet able to supply any appreciable quantities. There was, the report said, a state of panic in the particularly affected areas and 1000 Zloty or more were paid on the black market for a dose of typhoid fever vaccine most of which were worthless imitations.

- 2 -

Again and again it was being pointed out by experts and authorities that the Behringwerke and the I.G. Farbenindustrie respectively, were the only agencies able to render effective assistance; also the administration of the Government-General was convinced of it and therefore directed an urgent appeal to the Behringwerke to set up a plant for the production of typhoid fever vaccine after Professor WEIGL's method in the Polish area as soon as possible. A written request to that effect would follow at the earliest moment. Professor WEIGL had promised personally to render assistance to the extent as the German Wehrmacht authorities to whom he was at present subordinated would permit.

Personally, I had doubts about this suggestion out of economic considerations. To do it appeared that Professor WEIGL's method which was based on the artificial infection of lice with typhoid fever Hisskattsein and the extraction of the vaccine from the intestines of the infected louse, one dose of vaccine requiring the intestinal excretions of 100 lice, did not lend itself to a systematic large scale production, as the very problem of breeding and feeding such huge quantities of lice as were required for the production of any appreciable quantities of vaccine appeared to me to be impossible of solution. Not only so, but I was convinced, in agreement with the scientists of the Marburg Behringwerke, that the American method of extracting typhoid fever vaccine from incubated chicken eggs which offered far better possibilities of large scale production would successfully assert itself, and that the egg-extracted vaccine would turn out to be equivalent to that extracted from lice, a fact which was eventually borne out by practice.

I was reluctant therefore to invest large amounts in such a production scheme, as I was afraid that the project would become abortive even before it had been put into operation, entailing the loss of the money invested by us. However, in view of the urgency of the request and the great interest of the authorities and official agencies I felt I could not assume the sole responsibility and informed my direct superior, Consul-General F.R. MANN, chief of the Bayer sales combine, who happened to be in the Bayer House in Berlin at that time. Herr F.R. MANN showed spontaneous interest; he attended our conference in Paris and had the consultants report to him. He decided that in consideration of the alarming situation - even the German public was dismayed by the various reports filtering through regarding the typhoid fever epidemics - the I.G. Farbenindustrie could not possibly ignore this appeal, and that consideration of an economic nature had to stand back. He decided to see the Reich Chief of Public Health, State Secretary Dr. COTTI personally to inform him of the readiness of the I.G. Farbenindustrie to cooperate and to inform him at the same time about the efforts of the Behringwerke Marburg to set up large scale production of typhoid fever vaccine.

- 3 -

after the American method; since Herr MANN was not familiar with the matter itself this information could, of course, be given in broad outlines only.

The course of the conference in the Reich Ministry of the Interior on 29 December 1941 has been recorded in every detail by the 3 existing file notes which were drawn up by different participants independently of each other.

In the course of the conference we were given the official order to set up an institute in Lamberg for the production of typhoid fever vaccine after the WEIGL method. I reported to Consul-General W.R.MANN on this matter and he submitted the project to the Vorstand of the I.G. As early as by the end of 1942, the Behring Institute in Lamberg was in a position to supply appreciable quantities of lice-extracted vaccine; subsequently it also produced vaccine from incubated chicken eggs and from the lungs of mice and rabbits after a French method. In any case, the production capacity of the Lamberg institute was an essential contribution towards the elimination of the typhoid fever menace. After his conference with Herr State Secretary GNTI, Consul-General MANN, as far as I can remember, took no longer any active part in the whole typhoid fever affair.

I have carefully read, initialed and signed in my own handwriting, each of the two pages. I declare on oath that I have said the whole truth in this affidavit.

Leverkusen, 19 February 1943.

signed: Gerhard ZEHM.

Signed in my presence by Mr. Gerhard ZEHM, known to me to be the person making the above affidavit.

signed: Dr. RUD. SCHREIER

Dr. RUD. SCHREIER

Attorney-at-Law and Defense Counsel.

To Herr Direktor Dr. BRUEGEMANN P.B. managerial conference 1.42

Excerpt from the

Minutes on the

Deyar Managerial Conference

(Sales Orobina Drugs and Inoculations)

in Leverkusen on 6 January 1942, 10:30 a.m.

Present: BRUEGEMANN (Chairman)
KREBS
MENTZEL
DUSSELDORF
ORTEL
MEYER
SALMANN
ZINN
BING
LANGWITZ (Recorder)
EICHNER

26.) On abating typhoid fever/ - Typhoid fever vaccine.

ZINN reports on the conference held in the Reich Ministry of the Interior in Berlin on 29 December which had been preceded by a visit of M.M. to State Secretary GUNT. The Behring-Werke were given the official order to increase their typhoid fever vaccine production tenfold as quickly as possible (by breeding of Rickettsia on incubated chicken eggs) and to step it up to 50, - 100,000 doses per month; furthermore, to set up an institute in Leberberg on the REIGL path (extraction of the vaccine from infectal lice). The Behring-Werke were assured of the full cooperation of all authorities in this task; in particular, Professor SEIDL, whose Leberberg Institute as well as its child production are at present requisitioned by the Wehrmacht, is being released by the latter so as to assist the Behring-Werke in organizing the new institute,

APPROVED:

signed: BRUEGEMANN

Confidential

To Herr Direktor Dr. BRUEGGEMANN D.B. (managerial conference, 2/42)

Excerpt from:

Minutes on the

'Bayer' Managerial Conference

(Sales Combine Drugs and Insecticides)

in Leverkusen on 6 February 1942, 9:30 a.m.

Present: Colonel-General MANN (Chairman)
BRUEGGEMANN
KREBS
DUESING
GRUBEL
MENTHE
FAULMANN
ZAHN
BING
KIEBER
LANGGUTH (Recorder)
KICHER

69) Typhoid Fever Institute Leobers (relative to Managerial Conference 1/26 of 6 December 1942)

The work in connection with the setting up of the Institute is being continued in closest cooperation with Marburg and with the assistance of the construction department Hoechst. It has been decided to organize it in the form of a G.m.b.H. (Limited Liability Company). Name: Behring-Institute, Leobers G.m.b.H. Capital: RM 500,000.00 distributed as follows:
RM 350,000.00 Behringwerke A.G., Marburg as Trustees for the I.G.
RM 150,000.00 'Bayer'-Pharmaz, Leobers.

Application for proper foreign exchange permits has already been made. Business Managers: ZAHN, Leverkusen and Dr. BIAS, Marburg.

In conformity with the practice of the other Behring institutes abroad the sale of the products manufactured in Leobers will be effected by the 'Bayer'-Pharmaz Leobers and its branch in Leobers, respectively, administrative and organizational management through Leverkusen, production and scientific research through Marburg.

APPROVED:

signed: MANN

Affidavit.

I, Walter SCHEIBER, born on 16 April 1901, resident of Lein-
kussen-Wiesdorf, Heisenstr. 17, have been duly cautioned that I
render myself liable to punishment if I make a false statement
on oath. I declare that my affidavit was made voluntarily and
that I was not exposed to any duress, and in order that it be
submitted to Military Tribunal VI Koblenz, as follows:

- 1.) Since 2 January 1921, I have been an employee of the Dyestuff
Werke Hoechst, subsequently the I.G. Farbenindustrie. On
1 October 1923, I was transferred to the "Bayer"-Sales Co-
operative Leverkusen. Until 4 February 1946, I held a
position in the Pharm-Sales Department Germany which carried
with it power of attorney. I was expert on the supply of
pharmaceuticals for the Wehrmacht.
- 2.) With the outbreak of war, the supplies of pharmaceuticals
to all branches of the Wehrmacht had been coordinated by
War Supplies Contract and were under the centralized control
of the Main Medical Dept of the Army. Army, Air Force and
Navy had their own Offices of the Medical Inspector which
attended in cases arising from principal questions concerning
the supply procedure. In practice however, shipments to
medical units of the Wehrmacht were exclusively routed via
the Main Medical Dept of the Army. Besides there was a
Medical Dept of the Police, functioning as an independent
supply depot. As far as I remember, it was during the year
of 1940 that the SS-Main-Medical-Dept appeared on the
scene for the first time. The Police-Medical Dept had
been merged with the SS-Main-Medical-Dept. The SS was not
supplied arbitrarily. Supplies were under the control of
the Reichsstelle Chemistry which, for that period, had
allowed a certain quota of supplies comprising the whole
collection of "Bayer" products. Upon instructions of the
OKW of July 1943, the SS-Main-Medical-Dept was subsequently
supplied by the Main Medical Dept of the Army which allowed
the SS a certain quota. Since then the Main Medical
Dept of the Army exclusively contracted for pharmaceutical
supplies for the SS. The structure of the medical services
of Wehrmacht and SS - as I know them during the war, as
of 1943 - is shown in the attached diagram which I have
signed with my name for purposes of identification.

According to the monthly ratio of distribution of the Wehr-
macht-contract during the war, the SS-Main-Medical-Dept
had a share of about 2-3 % in the requirements of the Main-
Medical-Dept of the Army.

What the SS-Main-Medical-Depot really received I do not know. In connection with inquiries received by "Bayer" as to supply-capacity, I knew that the SS-Main-Medical-Depot was not content with its allocation and therefore had arguments with its superior authority. In view of the allocation by quote as applied by the Main Medical Depot of the Army, the firm of Bayer had, however, no influence on the allocation for the SS.

In the spring of 1944, the "Office for Medical Supplies of the Reich Medical Officer, SS and Police" (Sanitäts-Zugversorgungsamt Reichsamt SS und Polizei) contacted the firm of "Bayer" with the request to be given the formula for the manufacture of suppositories of Rhodron and Prontosil. That office declared that the Main Medical Depot of the Army could not satisfy their urgent demands and that therefore they were thinking of manufacturing the above preparations themselves. The firm of "Bayer" agreed at that time to give the formula and informed the Elberfeld plant to that effect. The Main Medical Depot of the Army was already engaged in the extensive manufacture of its own of tablets and suppositories which were exclusive "Bayer" products.

3.) Shipments of Mitigal, a prescription for scabies.

The following figures show the progress of shipments of Mitigal to order and/or account of the Main Medical Depot of the Army:

| | |
|------|------------------|
| 1930 | 3,500 kg Mitigal |
| 1940 | 34,000 " " |
| 1941 | 104,000 " " |
| 1942 | 180,000 " " |
| 1943 | 230,000 " " |
| 1944 | 160,000 " " |

From these shipments, the official in charge of the combatting of parasites, Waffen-SS and Police, Ansbach, received as of May 1944 ca. 2,000 kg, a month. Altogether, 14,000 kg Mitigal were shipped there in 1944 to account of the Main Medical Depot of the Army. It cannot be established at the firm of "Bayer" if there had possibly been earlier shipments to the official in charge of the combatting of parasites.

Treatment of scabies was not necessarily dependent on "Mitigal". There were in Germany a great number of prescriptions for scabies, equal to Mitigal. The firm of Bayer had no monopoly here. The shipments, which the I.G. was obliged to deliver to the Wehrmacht and other authorities represented, as far as Mitigal was concerned, almost the entire production capacity of I.G. Thus only a small quantity was available for the civilian home-market.

4.) I did not inform Herr W.R.MAMF of the details concerning the shipments of pharmaceuticals, including Vitigel. He gained no knowledge as to the possible identity of the consignee of shipments charged to the account of the Main Medical Depot.

I have carefully read the above statement and have initialed or signed respectively in my own hand each of the 3 pages.

I declare on oath that in this affidavit I have stated the whole truth.

signed: Walter SCHAMMORST,

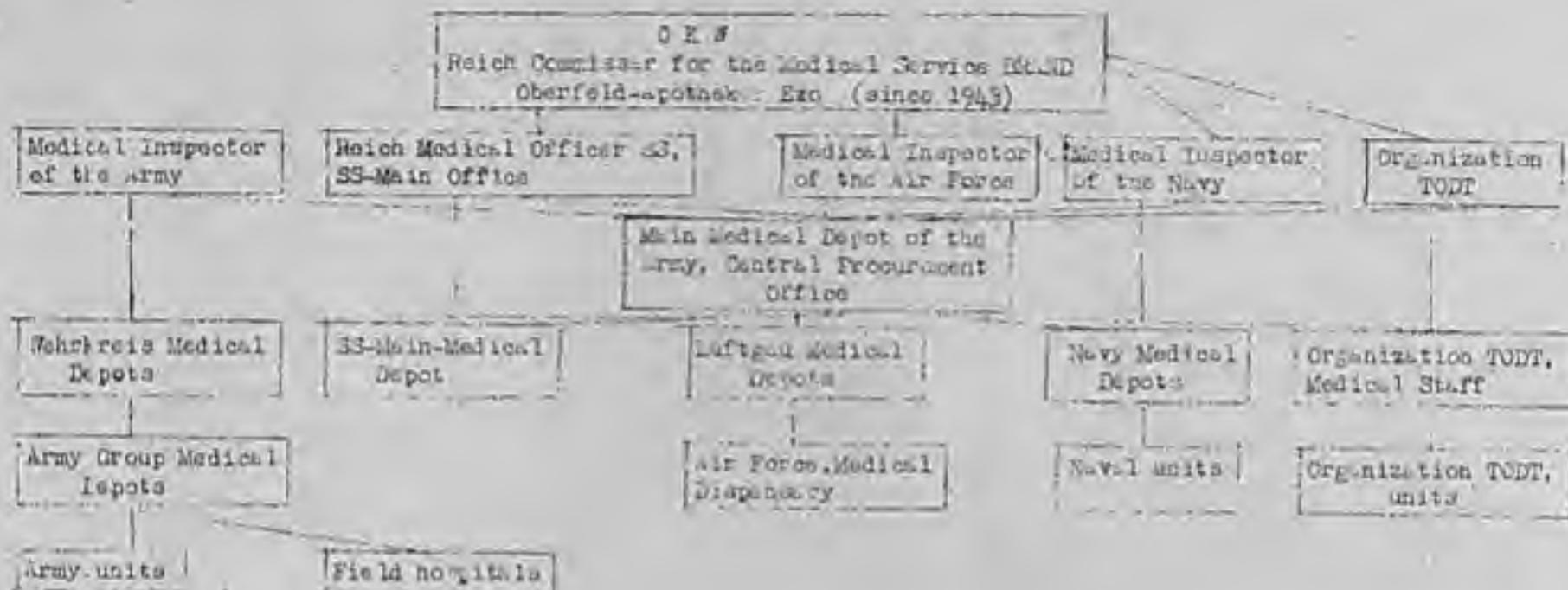
Lovorkuam, 13 February 1948.

Signed before me by Herr Walter SCHAMMORST, the person who read out the above affidavit.

signed: Dr. Christian H. TIERCK
(Dr. Christian H. Tierck)

Assistant Defense Counsel
at Military Tribunal VI
Munich.

Document Book VI 12117
Kash Document No. 50



signed: Walter SCHONHART.

AFFIDAVIT.

I, Josef SCHMITZ, born on 28 March 1894, residing in Leverkusen-Schleibusch III, Erns Sache-Str. 26, being aware of the fact that the making of a false affidavit will render me liable to punishment, declare the following under oath voluntarily and without constraint for submission to Military Tribunal VI in Nuernberg:

I. I have been employed with the I.G. Farbenindustrie, that is to say, with the pharmaceutical sales corporation in Leverkusen, since 1914, and since 1943 I have been a member of the managing board. I am chief of section "F" which dealt with the administration of the I.G. Farben's interests in other firms of the branches of the BAYER Sales Corporation, Leverkusen.

In Section "F" the shares of the I.G. Farben in the German Society for the Extermination of Vermin, Frankfurt-on-Main (DEGESCH) were also administered.

II. At no time during the war did I learn, or even hear a rumor, about the gassing of human beings in concentration camps. If I had heard such a rumor in connection with the product Cyclon of the DEGESCH, I surely would have drawn Mr. MANN's attention to it. But no mention of this was ever made between me and Mr. MANN.

III. I have inspected the sales reports of the DEGESCH to Leverkusen from the period January 1941 through October 1944. Not one of these sales reports bears Mr. MANN's initials. I have read carefully through the above declarations and have signed them in my own hand. I declare on

oath that in these statements I have told the full truth.

Leverkusen, 22 January 1948

(signed): Josef SCHMITE
(Josef Schmits)

Signed in my presence on 22 January 1948 in Leverkusen by Herr
Joseph SCHMITE who is known to me as the person who made the above
affidavit.

(signed): Christian H. TUERCK
(Christian H. Tuorek)
Defense Counsel Assistant
with the Military
Tribunal VI Nuernberg.

The literal and true copy of the above document is certified

by:

Nuernberg, 29 February 1948

(signed): Dr. Ulrich BEHNKE
Attorney-at-Law

Affidavit

I, Rudolf LANGHUTH, born 13 September 1891, residing in Cologne-Rienl, Asterdamerstr. 112, was first warned that I render myself liable to punishment if I make a false affidavit.

I declare under oath, voluntarily and without constraint, the following for submission to the Military Tribunal in Duernberg:

I.) Since July 1912 I have been employed with the I.G. Farben, that is to say its legal predecessor (Farbwerke Hoechst). Owing to the fusion of the I.G. Farben, I was transferred to Leverkusen. From 1929 I took charge of the then Pharma-Secretariate, the later "Bayer" management section. In this capacity I had current contact and close working relations with Herr MANN.

II.) Amongst other things, it was my task as chief of the management section to submit the mail destined to Herr W. R. MANN to the latter. After Herr MANN had seen the mail, it returned to me for being channeled to the gentleman competent for the respective branch. It was Herr W. R. MANN's habit to sign the documents submitted to him, after perusing them, in the upper right corner of the front page with his initial "W.R.". Very frequently he marked down on the left side of the document the name of the person who had to deal with the matter treated in the document.

III.) Between Herr W. R. MANN and myself there existed good relations of confidence. Herr W. R. MANN used to converse with me also on matters

(page 2 of original)

which did not have an immediate business character. It was after the war when I heard for the first time of the horrors in the concentration camp of Auschwitz. At no time before the end of the war did I gain any knowledge of the rumor that people were gassed in the Auschwitz concentration camp. If, during the time of the Nazi regime, I would have learned of such a rumor, I surely would have discussed it with Herr W. R. MANN. Neither did Herr MANN ever talk to me about such a rumor. Owing to the close relations of confidence between the two of us, Herr MANN would surely have conversed with me on such a rumor if he had obtained any knowledge of it.

I have read carefully through the two pages of this declaration, have initialled them and signed them in my own hand. I declare under oath that I have said the full truth in this affidavit.

Leverkusen, 22 January 1948 signed: Rudolf LANGGUTH
Rudolf LANGGUTH

Signed before me on 22 January 1948 in Leverkusen by Herr Rudolf LANGGUTH who is known to me as the person who made the above affidavit.

signed: Christian H. TIERCK
Dr. Christian H. TIERCK
Defense Counsel Assistant with the
Military Tribunal VI, Nurnberg

Affidavit

I, Rudolf LANGGUTH, born on 13 September 1891, residing in Cologne-Mühl, Amsterdamerstr. 112, was first warned that I render myself liable to punishment if I make a false affidavit. I declare under oath, voluntarily and without constraint, the following for submission to the Military Tribunal in Nuremberg:

I. Since July 1912 I have been employed with the I.G. Farben, that is to say its predecessor (Farbwerke Hoechst). In the course of the fusion of the I.G. Farben I was transferred to Leverkusen. From 1929 I took charge of the then Pharma-Secretariate, the later "Bayer" management section.

II. In the "Bayer" management section, the distribution of all incoming mail for the Pharmaceutical Section took place.

The volume of the daily incoming mail varied between 500 and 1000 pieces.

The mail addressed to Herr MANN was submitted to him by me.

Mail which was addressed to the firm was opened in the management section, given a stamp with the date of reception and then forwarded generally to the Sections, that is to say, Section Chiefs competent to deal with it. As far as those gentlemen desired Herr MANN's decision to be necessary on the basis of the mail forwarded to them, important letters were submitted by them to Herr MANN partly in the course of personal discussion.

The Sales figures of the DEUTSCH were addressed to the firm and therefore, as described in the foregoing paragraph, were forwarded by the "Bayer" management section to the Sections competent for this matter.

I have read carefully through the above statement and have signed it with my own hand. I declare under oath that I have told the full truth in this affidavit.

Leverkusen, 15 March 1948

signed: Rudolf LANGGUTH

Signed before me by Herr Rudolf LANGGUTH as the person who made the above affidavit.

signed: Dr. Hugo SCHLICK
Attorney-at-Law and
Defense Counsel

A F F I D A V I T

I, Josef SCHLITZ, born 28 March 1897, residing in Leverkusen, Schliebusch III, Hans Sachsstr. 26, being aware of my liability to punishment in the case of a false statement, declare upon oath voluntarily and without compulsion for the purpose of submission to the Military Tribunal VI in Nuernberg, the following:

1. Since 1914 I ^{have been} employed by the I.G. Farbenindustrie, that is to say by the sales syndicate pharmaceuticals in Leverkusen and since 1943 I am a member of the management. I am director of the department "F" which concerned itself with the administration of interests of the I.G. Farben in other firms of the business branch of the Bayer-Saleo syndicate Leverkusen.

The interests of I.G. Farben in the German Association for the Examination of Various A.S.G. (V.E.S.G.), Frankfurt/Main was also taken care of by the department "F".

2. There was never a direct connection with the firms KESSEL - FRIEDMAN G.m.b.H. (K.F.) Frankfurt/Main, and TROCH and STUBNO (T.S.T.), Leunburg, on the part of the department "F". The department "F" did not receive any direct business reports or other information from these two firms.

I have read the foregoing statement carefully and signed it in my own handwriting. I declare in lieu of oath that I have stated the full truth in this declaration.

Leverkusen, 12 March 1948

Signed: Josef SCHLITZ.

Signed before me on 12 March 1948 in Leverkusen by Herr Josef SCHLITZ, known to me as the person who made the foregoing affidavit.

Signed: Dr. Hugo SCHUMER,
Attorney-at-law and Defense Counsel.

A F F I D A V I T

Austrian Stamp

2 shilling

I, Dr. med. Otto KRONFELD, born 3 August 1902 in Furkersdorf near Vienna, residing in Vienna 9, 22 Porzellangasse, have been duly warned that I render myself liable to punishment if I make a false declaration in lieu of oath. I declare in lieu of oath that my statement corresponds to the truth and was made in order to be submitted to the Military Tribunal VI in the Court House of Nuremberg, Germany.

During the period from 1922 until 1937 I was an employee of the I.G. Farbenindustrie A.G., that is to say of the Bayer Sales syndicate Pharmaceutica Lovarkusan. At the last I was Prokurist of the scientific branch in Vienna. I am a half Jew. My father was a Jew. I have always been an opponent of the Nazi system. Since liberation of Vienna I am working at the I. medical university-clinic and am at present chairman of the employees-council in the far east hospital of Vienna. In this capacity I could gain sufficient experience to be able to judge National Socialists.

I have known Herr Wilhelm R. I.M.W. personally for many years. From my own observation and from numerous discussions within the firm I had the impression that Herr I.M.W. in his convictions actually kept aloof from National Socialism but was compelled to follow the general line. I know from my own experience that Herr Wilhelm R. I.M.W. remained in the firm as long as possible numerous employees of the firm who in some way were racially or politically incriminated. Only because of the general pressure, which did not leave any choice to the firm, I had to give way as a half Jew in September 1937 and had to leave the firm by mutual consent. Because of the personal initiative of Herr Wilhelm R. I.M.W. I was given the financial possibility to study medicine and I was promised that I might later on be employed again after the Nazi wave had receded I also was supported by the firm during my study. In summer 1940 the management gave me again and voluntarily a sum of K. 3.000. I heard subsequently of Herr Dr. I.M.W., the then director of the Vienna office of the sales syndicate B. I.M.W., that Herr W.R. I.M.W. personally had furnished this sum. This support has really helped me during the years of my deferment and was also a moral support. This action proved to me again the decent attitude of Herr W.R. I.M.W.

I have read the foregoing statement carefully and signed it
in my own handwriting.

Vienna, 19 February 1948.

signed: Dr. Otto KRONFELD.

Austrian stamp

2 shilling Doc. No. 146/48

The authenticity of the foregoing signature of Herr Dr. Otto
KRONFELD, Physician, Vienna IX, 22, Forcellengasse is herewith
certified. - Vienna, on the twentythird (23) February nineteen-
hundert and fortyeight (1948).

Cost S 7.50

signed: Signature.

stamp 4. -

2 % Turnover Tax -.15

Total: S. 1165 L.S.

Deputy-Notary
appointed by order of
the District Court for
Z.L.G. Vienna, of 27 January
1948, No. V.R. 1.19.

A F F I D A V I T

I, Alexander SCHL.D, born 19 July 1892, residing in Stuttgart, have been informed of my liability to punishment in case of the submission of a false statement upon oath.

I declare upon oath voluntarily and without compulsion the following, to be submitted in evidence to the Military Tribunal VI in Nurnberg :

- 1.) I joined the I.G.Farben industry on 1 September 1928 and was employed as commercial clerk by the "BAYER" Pharma-Bureau, Stuttgart, until my dismissal on 1 August 1941, which was effected because of my mixed marriage with a full-Jewess.
- 2.) I know that my dismissal was the result of the unceasing pressure of the Security Service. I also know that the then director of the "Bayer" sales syndicate, Herr R. KUHN had done everything in his power during the period previous to my dismissal, in order to postpone my dismissal, which was demanded frequently and unjustly by the Security Service, as long as possible, which was not without considerable risk to himself, considering the situation at that time. I shall never forget, that Herr KUHN saw to it that my full salary was paid to me up to December 1942 after my dismissal from the firm in summer 1941 and that thus he considerably eased my worries about getting another position. After the collapse of the National Socialist regime Herr KUHN considered it as a matter of course to order that I be immediately re-instated at the "BAYER" Pharma-Bureau in Stuttgart, and that it was approved that my salary be paid retro-active as of 1 January 1945, which was of special benefit to me and my family after the miserable years under the Nazi rule.

I have carefully read the foregoing statement and signed it in my own handwriting.

I declare upon oath that I have stated the full truth in this affidavit.

Stuttgart, 16 February 1948,

signed: Alexander SCHL.D,

.....
(ALEXANDER SCHL.D)

Signed before me by Herr Alexander SCHL.D, as the person who made the foregoing statement.

signed: Dr. Hugo SCHL.D

.....
(Dr. Hugo SCHL.D)
Attorney at Law and Defense Counsel.

Karl SCHMITZ

Frankfurt/Main-Hochst, 10 March
1948
Mainber-10 - Tel.: 12610

I, Karl SCHMITZ, Frankfurt/Hochst, Mainber-10, of German Nationality, declare herewith upon oath voluntarily and without compulsion the following, after having been warned that I render myself liable to punishment in the case of submitting a false statement and that this Statement is to be submitted to the American Military Tribunal in Nuremberg:

Herr Wilhelm Rudolf MANN, Dieffenbach/Oberstorf, whom I have known for more than 20 years, has proved himself at all times as a good friend of my family, despite his membership in the Party and our different political opinion. To name in particular to thank Herr MANN for it that our son Eberhard, who had been refused by the German Labor front and very likely would therefore have lost his position as commercial apprentice, could stay on and was defended by Herr MANN against the reported attacks by the Party in such an effective way that he was able to continue in his job until he was called up for the army, could finish his apprenticeship, and could even find employment. During the war Herr MANN, through his intervention helped again our son Eberhard who had lost his left leg in the hard fighting abroad and was in addition seriously ill with spotted fever, and effected just in time the return-transport of our son to a special hospital at home. Quite apart from the fact that Herr MANN was always willing to help me and my family, I would like to certify that Herr MANN opposed factional socialism during the last years. Herr MANN often voiced in my presence the wish to be able to disassociate himself from the Party but I had to agree with him that such a withdrawal from the Party would have had the most serious consequences for him in view of his leading industrial position at that time. Moreover, I knew that Herr MANN was attached to his life's work, to which end he devoted all his strength and that he cared for his co-workers very effectively and far beyond the usual degree.

and. Karl SCHMITZ

Forgoing signature of Herrn Karl SCHMITZ, Frankfurt/Main-Hochst, Mainber-10, identified by me, is herewith certified.

Frankfurt/Main, 16 March 1948

and. Dr. Erich BEUDT
(Dr. Erich BEUDT)
Notary

(E.S.)

Affidavit.

I, Karl SCHÖNBERG, born in Kassel, 27 December 1888, living in Idar-Oberstein, Wilhelmstr. 30, 33002, having been duly warned that I render myself liable to punishment if I make a false deposition, herewith declare on oath that my statement is the truth and has been made to be submitted as evidence to the Military Tribunal No. VI in the Field of Justice of Kassel, Germany:

I was member of the export department - "Korn Dept" - of the firm "Korn" I.G. Farbenindustrie Aktien-Gesellschaft, Leverkusen, department pharmaceutical, since 1935.

Subject: Pressure from the Organization of German Living Abroad (VO) of the 1930's to discontinue our Jewish contracts and orders in the "Korn Dept."

I recollect that in 1937 or 1938 Herr A. Z. SCHWARTZ, Director "Korn" and I were summoned before the VO in Berlin. We negotiated with Herr SCHWARTZ of the VO who expressed us that the "Korn" firm was very active in the matter of eliminating non-Aryan elements from its "Korn-Dept" or "Korn-Dept" as compared with other big firms. We were asked to definitely terminate our contracts and to adopt relevant measures in pursuance of the VO demands. Herr SCHWARTZ indicated that business inconveniences must be left out of consideration. We argued that in the "Korn-Dept" we were largely in the hands of Jews and that we were bound to consider our Jewish customers. We expressed the view that our Jewish clients and our scientists taking responsibility for our goods should be kept in their position in the export interest of the firm pointing out that all of them had been treaty co-workers who had done good and loyal work for us there many years. Herr SCHWARTZ of the VO did not accept our arguments and gave us strict instructions to definitely terminate our contracts.

Herr SCHWARTZ of the VO, as far as I remember, also mentioned the individual names, did not have the name of Herr A. BISSER in "Korn" (Berlin) on his list. Although we assumed according to all information that Herr BISSER was a Jew or anyhow non-Aryan from the South of France, we omitted to draw the VO's attention to this aspect, and thus we decided to keep up our contract with Herr BISSER.

Idar-Oberstein, 12 March 1948

(signed) Karl SCHÖNBERG

Document Book VI MAMM
KONT Doc. No. 14
Exh. No.

(page 2 of original)

Document Register No. 348/1948

Certified true signature of Herr Karl SCHOLBERG,
Merchant, Idor-Oberstein I, Wilhelmstr. 30:

Idor-Oberstein, 12 March 1948

Deputy Notary Public

seal

(signed): Signature

Assistant Notary Public

Bill of fees:

Value assessed: RM 3000.-

Fees, as per par. 39 Reich Fee Regulations RM 4.-

Turnover tax RM 0.15

RM 4.15

(signed): Signature
Assistant Notary Public.

Excerpt from the

Minutes

of the 20th meeting of the commercial committee on
Friday 10 March 1939, 0930 hours, in Berlin NW 7,
Unter den Linden 82.

The following gentlemen were present:

Privy Councillor SCHMITZ,

von SCHNITZLER,
RABFLIGER,
KRUGGER,
MUELLER,
OSTER,
WALBEL,
WIEDEM-ARNDT,
FRANK-PAHL.

chairman

in charge of the
records

as well as:

MOZELER,

and temporarily:

GAJNSKI.

1) From the activity of the S.d.K.A.

d) Participation of the A.O. in giving approvals.

Dr. FRANK-PAHL gives a report on the participation
of the A.O. in the approving of foreign transactions,
which up to now required approval of the SWK only.

Berlin, 14 March 1939.

F.F./M. 20/39

signed: von SCHNITZLER signed: FRANK-PAHL.

"Bayer"
GENERAL DEPT. 2

Minutes of the meeting with the leading gentlemen
of the firms of Arno-Poulenc and Socié at the
administrative office of the Paris firm, on
28 and 29 April 1941.

Subject: 1.) Purchase price "Bayer" for 5000 kg Atobrin,
3.) Adjustment to "Bayer"-prices of similar French products.

Participants:

| | |
|---------------|--------------------|
| BRASUNWIGER | "Bayer" Copenhagen |
| SCHMIDT | |
| GRÖBE | 3011 |
| KRAUSE | |
| GHILLAT | |
| BO | Arno-Poulenc |
| SARTEL | Socié |
| PLAIS | |
| PARIS-BOULONN | |

As it said in advance that the Franco party too conducted the negotiations in a very obliging manner. The gentlemen showed high good intention to come to an agreement with us on all points that were discussed. Where they found difficulties in complying with our requests right away, they explained these frankly, and it must be stated here, that they advanced factual arguments which, on the whole, could be accepted.

as to the exchange of opinions on the individual points under discussion the following, in particular, has to be mentioned:

1.) Purchase price "Bayer" for 5000 kg Atabrin.

Concerning the tentative price at which they are offering to deal with us, the French declare not to be free, since, for a minimum price, they are bound by the price they have fixed for deliveries to their authorities. Therefore they would have to proceed from a price of French francs 4,600.— for the goods in form of tablets and candycoated, and from a price of French francs 3,800.— per kg of the substance. But they would of course settle this amount with "Bayer" together with the license fees, so that the net purchase price would thus come to

| | |
|-----------------------|------------------------|
| French francs 3,800.— | RM 190.— per kg. |
| <i>/.</i> 10 % | " 19.— " " |
| | <u>RM 171.— per kg</u> |

The Societe has to pay a state contribution of 15 % and a tax of 10 % from the amount of French francs 3,800, so that the firm retains only a net profit of

| | |
|-----------------------|-------------------|
| French francs 3,470.— | RM 123.80 per kg. |
|-----------------------|-------------------|

The French gentlemen expect that their authorities would approve of such an arrangement. In the interest of early deliveries they request our immediate decision if possible.

It was also of interest to hear at this occasion that the French exporters have

to pay into an export-compensation-fund all their profits above prices on the home market

2.) Adjustment to Bayer's prices of similar French products.

The agreement, according to which the India was to adopt as soon as possible its prices to cure in the products officially laid down in contract I, has as yet not been put into effect. The primary reason for this is that the French cannot, at present, even send letters to a large number of countries. Thus for instance, letters to South America have been piling up at Dakar since the middle of January without getting any farther. "Bayer" will check the possibility of transmitting these letters to their destinations via Germany. With regard to Belgium, Switzerland, Portugal, and Rumania, a little more could actually have been done on the part of the Spacia, since our price lists have been in their possession for some time by now. However, lack of personnel may be one of the reasons that these letters have, up to now, been advanced so little.

The discussions of the two days, as well as work done at the Spaci in the meantime, have cleared matters up in so far that the Spacia will adjust the prices for its various products to the extent set forth in the inclosure, while in cases

of very great discrepancies we had to content ourselves with partial mark-ups, generally around 30 %, to be introduced by the French for the time being. When the gentlemen of the Socié argued, with regard to their prices abroad for Aspirine and Novarsambazole, that in case of an absolute adjustment they would not be able to compete any more and that we would lose by that, too, then one is not very well able to contradict them as far as the countries in question are concerned. Therefore we agreed to the Socié being allowed for the time being to stay 10 %, and in the case of Novarsambazole 5 %, below the prices of "Bayer".

The enclosed list does not comprise all agreements on the products in question. It was agreed to with the French gentlemen that the prices of the items not mentioned will be increased correspondingly.

It was a surprise to find that there are some cases where the prices of the French are above the corresponding "Bayer" quotations. Here, we shall adjust our prices.

In France itself, Rhône-Poulenc has to keep to the well known price-stop. With regard to French territories outside the mother-country, Rhodia-Socié is tied, too, insofar as the local price-control authorities take as a basis the quotations at

costs, which may only be overborne to the extent of the real additional costs for freight, tariffs etc.

As far as the sale of chemicals, which is in the hand of Director Flato, is concerned, the Rhodie is interested in Belgium, Denmark, Sweden, Norway, Switzerland, Spain, Portugal, Hungary and Rumania. Here, the French/will/our prices for the products in question. Concerning Acetylacetyl-acid, Rhone-Poulenc has to be informed yet about the last agreement with Chisain.

3.) Payment of license fees by the Rhodie for the first quarter of 1941, according to contract 1.

A sum of about

French francs 1,200,000.— RM 60,000.— ./.

21 % taxes

will accrue to us. This amount can be described as momentarily high, and will be revised, unless different instructions are received from Leverkusen, to the Landorberk Berlin, to account of "Bayer".

signed: BRÄUFINGER

signed: SCHMID.

Incl sure.

(handwritten): Finalording

Various initials

Minutes of the Scientific-Technical Conference with
Representatives of the Firm Rhône-Poulenc on 12, 13 Nov.
1941 in Paris.

Present: from Rhône Poulenc : Buisson (temporarily)
Grillet
Bo
Sarral
Dural
Vieux
Mayer
Clousson
Pfister (temporarily)
Monst (temporarily)

From the I.G. Prof. Dr. WIEDLICH
Dir. Dr. LUTER (temporarily)
Dir. Dr. KRETSCH
Dr. HELLESCH

.....

.....

21.) New Patent Law: the Frenchmen report that at present there are lively negotiations in France about a new patent law. Dr. MONST is a member of the patent commission formed for this purpose. The Frenchmen propose joint action in Switzerland, Spain, France and Italy. They have heard that Dr. WIEDLICH of the I.G. has considerable influence on the reorganisation of German patent law and they want to act jointly with Germany. They also pose the question about the legal protection of substances or processes in the chemical industry. Prof. Dr. WIEDLICH is of the opinion that the advantages and disadvantages of the two systems balance each other. In the interests of scientific progress, he is more inclined towards the legal protection of substances, but in such a broad manner that the usual methods are comprised in it without dismembering the invention, whilst beyond this a possibility must exist for patenting original processes.

22.) Antisomy: The pursual of our protests against the (Hoe-
Poulenc) patent applications S 126 677 and S 128 190
is not in conformity with the amicable relations between
the two firms. Prof. Dr. HOSKELIN declares that we will
withdraw the protests, but asks that we be informed
prior to the dropping of the patents.

Reported:- Elberfeld, 17 November 1941.

signed: Dr. NIETZSCH
(Dr. HILTZSCH).

22.) Antimony: The pursual of our protests against the above-
Foulenq patent applications S 126 6777 and S 128 190
is not in conformity with the amicable relations between
the two firms. Prof. Dr. ROSEBLUM declares that we will
withdraw the protests, but asks that we be informed
prior to the dropping of the patents.

Appert. d- Elberfeld, 17 November 1941.

signed: Dr. HERTZSCH
(Dr. HERTZSCH).

FRENCH - JACO

Doctor of Law
Member of the Bar
37, Boulevard St. Michel
Paris 6^e

Paris, 12 March 1948

Miss M. SCHITT
22, rue de la Paix - Paris

Dear Madam,

I confirm the statements I made to you during our conversation in my office.

The ordinance of 9 August 1944 (Journal Officiel - Official Gazette - of 10 August 1944) which, after the liberation of the French territory, has reestablished republican jurisdiction and has abolished the de facto regime called Vichy Government or the French State, stipulates:

Article 2: All constitutional, legislative and directive regulations as well as the decrees for their implementation under whatever name, which have been issued on national territory from 16 June 1940 until the establishment of the Provisional Government of the French Republic, are null and void. This nullity must be specifically declared.

Article 3: The nullity of the following edicts is specifically stated (Constitutional Law of 10 July 1940, all the constitutional acts, the decrees imposing emergency legislation, the regulations establishing compulsory labor, the edicts referring to secret societies, those referring to Jews, the decrees of 16 July 1940 which enforce the juridical and administrative acts or decisions).

Article 4: Likewise, the acts contained on table I and II are considered as null (list of regulations concerning the governing of labor, etc.).

Article 5: In contrast, several acts or texts listed in a table III, which emanate from the organs of "Free France" or of the Provisional Organization, and which are essentially of a military character, are in force effective immediately (the same applies to Article 6).

Article 7: These acts of the de facto authority which called itself the Government of the French State, which have not been expressly revoked, (through the above regulations) will continue to be applied provisionally. This application will end in each case as soon as their nullity is declared. This declaration will take place by ordinances or laws which will be issued as soon as possible.

(page 1 of original, cont'd.)

From these regulations, the fact results that, as no regulation concerning industrial property in particular has been the subject of any ordinance or nullity law, all the texts, like the law of 20 July 1944 on the prolongation of patents for inventions, and the law of 27 January 1944 which amends the law of 5 July 1944 on the patents for inventions, are and remain applicable without any possibility of contest, and without having to be expressly validated.

(page 2 of original)

Besides, the delay in their validation is only due to the proposed introduction of certain amendments of details which have a particular bearing on the delays. These laws are applied daily as soon as they are declared to be in force.

Besides, there is nobody who thinks of asking for their abrogation, because they confirm the amendments to the established Law of Patents in France, which have been called for by all those interested for many years, and which essentially guarantee the interests of French citizens.

I am, dear Madam

yours faithfully

signed: Signatory

Document Book VI MAM
Document MAM No. 636
Exhibit No.

B. FAURE BEAULIEU
37, AVENUE VICTOR EMANUELE III
Paris (8^e) 5 May 1942

Stemp

"BAYER"

I.G. Farbenindustrie A.G.
Leverkusen I.G. Plant

(Germany)

Dear Sirs,

On 27 April ult. I sent you the letter which we agreed upon, concerning the obligations I assume in regard to the ceding of the THERAPLIX shares; and I beg to inform you that, also according to our mutual agreement, I have addressed a similar letter to the Société des Usines Chimiques (Society of Chemical Factories) Rhone-Poulenc, 21, rue Jean Goujon, in Paris.

Faithfully yours,

signed: B. Faure BEAULIEU

CERTIFICATE OF TRANSLATION

30 March 1948

We hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Document Book VI WAFB.

Rudolf GOTTREU, Civ. No. 45 672
Cover, pages I - III, 1 - 5, 23 - 27

Gerdard FISCHER, Civ. No. 17 397
Pages IV - VI, Cont.

Alfred OBERLANDER, Civ. No. 20 192
Pages 6 - 13

Hart SCHNEUZL, Civ. No. 35 299
Pages 14 - 17, 33 - 34

Hildegard L. WITTEL, Civ. No. 17 415
Pages 18 - 22, 28 - 29, 35 - 39

*Defensive
Case*

MILITARY TRIBUNAL VI
CASE VI

ADDENDUM
to the Document Books MANN
No. IV and V

submitted by the
defense counsel
Dr. Erich BERNDT

Erney

ADDENDUM

to the Document Books MANN No. IV and V

I herewith certify that all the documents contained in this Document Book are verbatim copies of the original documents submitted to the court.

Nuernberg, 5 May 1948

Dr. Erich BERDT
Defense Counsel

Index of the addendum to the
Document Books U.R. MANN No. IV and V.

| Doc. Exh. No. No. | Contents | Page |
|----------------------|---|------|
| 371 | <p>Copy of report BAYER(MANN) to the Reich Ministry of the Economy, Berlin, dated 18 December 1940, concerning the course and the result of the BAYER-negotiations with Thano-Poulenc (Buisson, Grillet, B., Berron) which took place on 29/30 November and 2 December 1940 and the planned future cooperation. MANN reports to the Ministry: "Our original plan for the founding of a joint sales company....could not be effectuated, because the counter-arguments advanced by the French delegates had to be recognized by us as sound. Therefore, we gave up this project in the course of the negotiations with the French partners."</p> <p>"The gentlemen of the firm Rhone-Poulenc on the other hand, recognize that, although they did not infringe upon the laws of their country when imitating our products, nevertheless made themselves guilty of a moral violation of our rights. Therefore, they declared themselves willing to conclude a license-agreement with us concerning those preparations which are identical or at similar to ours, that is those preparations which have been brought on the market by Rhone-Poulenc by virtue of our preliminary research work."</p> <p>Concerning the future cooperation, MANN informed them of his proposal to Thano-Poulenc concerning a capital participation of 25% against exchange of I.G. shares by a simultaneous offer of a future transfer of the new BAYER-products to Rhone-Poulenc for marketing in the French spheres of interests.</p> | 1 |
| 452 | <p>Copy of a letter by Fure-Beaulieu to MANN, dated 24 December 1940, wherein Herr F. URE-BEAULIEU repeats statements made by President BUISSON and Herr BO to him, concerning contract I and the future cooperation. Rhone-Poulenc desires explanations to only 2 points of the contract. BUISSON has a great interest in and "the sincere desire" for a future cooperation.</p> | 5 |

| Doc. Exh. No. No. | Contents | Page |
|----------------------|--|------|
| 440 | Copy of a joint letter dated 26 February 1941, of Rhone-Poulenc (Grillot and Bayer) (MAIN and BRUEGEMANN) addressed to FAURE-BEAULIEU, concerning a joint resolution about the appointment of Herr FAURE-BEAULIEU as spokesman, in conformity with paragraph 9 of the agreement. | 8 |
| 456 | Copy of a letter from BAYER, dated 25 March 9 1942, addressed to Sipi, Paris, concerning the Theraplix-contract. BAYER states, to agree, pursuant to an understanding with Herr BO brought about at Leverkusen on 19 March 1942, that Rhone-Poulenc carries out the resolved increase of capital stock of the Theraplix with its portion alone and that also Herr FAURE BEAULIEU takes over his portion with the proviso that the gentlemen of Rhone-Poulenc repurchase the portion of FAURE-BEAULIEU, in case the French Government should not approve the agreement. BAYER indicated that it could "fully understand" the inflexibility of Herr BO, not to put pressure on the French Government and was therefore greatly surprised that Messrs. BO and GRILLST in spite of it tried again to get the approval for the contract from the competent authorities of their country. BAYER desired to discuss this question in the Conseil Consultative (Advisory Board) "in all frankness" among the partners. | |
| 453 | Copy of a letter, dated 10 March 1941, by Rhone-Poulenc (GRILLST) addressed to I.G. Farben Leverkusen, concerning the signing of the transcript about the further addendum to contract I and concerning the Memo that the letter of 4 March 1941 by BAYER to RHONE-POULENC, constitutes a transcript of the joint conference of 25 and 26 February 1941. | 13 |

| Doc. Exh. No. No. | Contents | Page |
|----------------------|--|------|
| 375 | Copy of a letter, dated 26 January 1942, by B. YER (FRUEGG, LIP - GROBEL) addressed to RHONE-POULENC, concerning the discontinuing of the sale of these pharmaceutical products of B. YER in France, which fall under the stipulations of the contract. | 15 |
| 459 | Copy of a letter, dated 7 February, by B. YER (MANN, Dr. GROBEL), addressed to the Directorate of RHONE-POULENC and SPECI... Confirmation of the receipt of the signed contract. Expressing the expectation that the French Government would approve the contract. In this connection the discontinuing of the sale of Aspirin in France, the colonies, protectorates and Mandated territories is mentioned; it is also indicated that at the next conference the clearance sale of the stockpiles in these territories will be discussed. | 16 |
| 460 | Copy of a letter, dated 16 January 1941, by B. PAURE BEAULIEU, addressed to M. R. MANN. This is an accompanying letter to the letter of RHONE-POULENC of 18 January 1941 to B. YER. PAURE-BEAULIEU expresses hopes that the first contract would lead to more comprehensive agreements. Apart from this, he reports the request of Rh.P. that by way of a small insertion into the contract, reciprocity should be established, which stipulation would surely be in accordance with the desires of B. YER to... | 17 |

B
L
Y
E
R

To
Ministerpräsident Dr. MULLER
Reich Ministry for the Economy
Berlin
Behrenstr. 43

I beg to refer to the conversation which I recently had the honor to have with you and Herr Vorratungs-
rat ROFFNER, and I am pleased to inform you in brief
about the result of our discussions with Société des
Produits Chimiques Rhone-Poulenc/Speil, Paris and Dé-
partement Maurice of the Union Chimique Belge, Brussels.

~~Société des Produits Chimiques Rhone-Poulenc/Speil/Paris.~~

The negotiations took place in Paris on the 29th
and 30th of November and the 2nd and 3rd of December 1940
and were conducted with the following gentlemen:

President Albert EUBANS
General Director M. GRILLET
General Director M. BO,
Director E. R. L.

At the beginning of the first meeting the gentlemen declared
themselves ready in principle to cooperate with us.

It was impossible to carry out our original plan of
forming a joint sales organization for France, her colonies,
protectorates and mandates with German majority
(51:49) with an export division for the Rhone-Poulenc
products attached, since on the one hand extremely
serious resistance was offered from French quarters and
in the other hand the reasons advanced by the French
gentlemen had to be recognized as sound.

(Page 2 of original)

We therefore dropped the project from our current discussions with the French partners.

The partners of the R. 118-B-BOULE G Company, however, recognized one fact that while not committing an infraction of the laws of their country in imitating our products they nevertheless were guilty of a moral violation of our rights, and they showed themselves ready to conclude a license agreement with us about these preparations which are identical with or related to our own/or which had been marketed by R. 118-B-BOULE G on the basis of our preliminary work. The discussion at Paris led to a draft for a license agreement which was sent to us few days ago by R. 118-B-BOULE G. We were obliged to make only few changes, and we are enclosing copies in the German and French languages of the final agreement which we have today sent to Paris for final signature. Since before we still have the greatest interest to come to a closer association with R. 118-B-BOULE G and the lines discussed with you, we have a new proposal for forwarding the above mentioned agreement which purports a capital investment in the R. 118-B-BOULE G Company. We intend to acquire by way of a new issue of R. 118-B-BOULE G shares a 25% interest and to give in exchange a corresponding amount of stocks of our company. In order to promote a clearer connection, we like to offer to R. 118-B-BOULE G

(page 3 of original)

for France, her colonies, protectorates and mandates all products which we are going to introduce on the market in the future, so that they can be sold in addition to our original products under another RHONE-POULENC name in the above named areas, again, of course, under payment of royalty while the price shall be fixed by joint action. This transfer of products shall be handled on an exchange basis, in other words we are going to take over inasmuch as we shall deem that desirable for the German customs area, all products that are being newly marketed by RHONE-POULENC.

We finally promised to the RHONE-POULENC Company that we would render every help to carry out any organizational measures to regulate the market of pharmaceutical products according to German methods.

We consider another conference with the French gentlemen as indispensable for shortly after the holidays, and accordingly have addressed the necessary letter of invitation to the RHONE-POULENC Company, Specie, of which please find enclosed a copy.

After we have again met the gentlemen of the RHONE-POULENC Company on 6th and 7th of January 1941, I shall at once report to you about the further course of the discussions.

Department Maurice of the Union Chimique Belge, Brussels.

The negotiations took place in Brussels on 27 November 1940, the Maurice Company being represented by the following gentlemen:

Baron B. JANSSEN
Baron L. JANSSEN
Baron TRILINDEN and
Monsieur BOULAKT

These Belgian gentlemen also stated

(page 4 of original)

their readiness to co-operate with the German industry, right at the beginning of the meeting. However, the sales figures submitted to us by the gentlemen which referred in particular to export, induced us not to seek too close a connection between us and the Maurice Company. Their average sales amount to about 15 million Belgian francs half of which remain in Belgian, while 60% of the balance goes to the colonies and 40 % to foreign countries.

Under those circumstances we have sent a letter to the Maurice Company after our return from Brussels, and we are enclosing a copy for your information.

As soon as our proposal will be answered by the gentlemen of the Maurice Company, I shall take the liberty to give you further information.

Heil Hitler !

signed: W. R. MANN

Copy

B. FAURE-BEAULIEU
37 Ave. Victor-Hugol III

Paris, 24 December 1940

To Consul General M. R. M.M.N.

Dear Sir:

I wish to confirm my letter of 21 December in which I had told you that I was going to write to you again yesterday, Monday, but since a new appointment had been fixed for today, Tuesday, after the conversation which I had at Rn. F last Saturday, I preferred to wait in order that I might keep you informed of the results of these two conferences at the same time.

I have now seen the president, M. H. BUISSON, and M. R. M.M.N. Following your request, I personally handed to the forementioned gentlemen the two original letters from "BAYER", dated 18 December, as well as the two French copies of the contract, likewise signed by "BAYER".

License Agreement: The president, M. H. BUISSON, and M. R. M.M.N. took with great interest cognizance of the text of the above mentioned contract, and it appears that a final agreement could soon be reached in this connection as soon as they would, however, have received the following information from you:

- 1) an additional explanation concerning the product "Dioximidopyrazolins" with regard to Antipyrine;
- 2) a precise definition with regard to the words "Rahestehenden Firma" (friendly firms) which appear in the last paragraph of the second page of your letter pertaining to the License Agreement.

(page 2 of original)

M. BO. is going to communicate in this respect with M. N. GRILLET, who is at present in Lyon, and next Saturday, December 28, he will send me a letter in reply to the "BAYER" letter together with a memo which is to summarize the explanations which are requested with regard to these two points. As there can be no obstacle to a final agreement, I am convinced that such an agreement will shortly be concluded.

Union for Co-Operation: I have found the president, M. BUISSON imbued with a sincere desire for such a union, and he has thus read with no little interest the suggestions made by "BAYER" on this subject. But since it is necessary to have verbal discussions, as you quite rightly wrote, in order especially to insure that all projects to be discussed are in harmony with the laws of our country, a subject which cannot easily be dealt with through correspondence but only through conversation, the members of R.H.F. except for the time being in principle the kind invitation made to them to come to Cologne or Leverkusen, and they ask me to express their thanks. Please be assured that for my part I also accept your invitation also thanking you sincerely.

Trip: In further discussion of the above mentioned acceptance of your invitations, the president, M. BUISSON, has requested me to advise you that he nevertheless regrets not to be able to contemplate a trip to Cologne or Leverkusen about January 6, for the following reasons:

First, it is necessary for him to meet M. N. GRILLET which will require several days;

furthermore, the period at the end of the year and the beginning of the new year will find certain people away from Paris, while others will be compelled to be present elsewhere for inventories and other work.

(page 3 of original)

In view of those conditions, he has requested me to ask you, if that should be possible, to fix one date for the trip for the third week of January, and another for the fourth week of the same month, so that he can choose one or the other according to the possibilities for everybody. Please understand that a definite decision as to the one or the other would be given to you in the first week of January. If, however, you should not be in a position to leave the choice between the two dates open, then you may simply fix a date for the second half of the month of January, and I would try to get everybody's consent to that date.

I wish to thank you for the inconvenience which you are incurring with regard to this trip, and as ever I am looking forward to the pleasure again meeting you and your colleagues.

Very truly yours,

signed: FARRÉ-BEAULIEU.

Page 8 of original

26 February 1941

Mr.
Fauré -Beaulieu
37, Avenue Victor-Emanuel
Paris (8^{ième})

Dear Mr. Fauré-Beaulieu:

With reference to today's agreement between our two firms and in accordance with regulations contained in article 9 of our contract we have the honor to advise you that we have unanimously nominated you our spokesman (Vertrauensmann).

In this capacity you will have to deal with all matters mentioned in the contract referred to above especially that of checking the vouchers for the agreed license-payments to be made by the firm Rhône-Poulenc to I.G.Farbenindustrie A.G.

Yours sincerely,

Société des Usines Chimiques.

Rhône-Poulenc

signed Grillot

BAYER

I.G.Farbenindustrie A.G.

signed Hasler(?) Brueggemann

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Page 9 of original

"S O F I " Phara. Dep. -

for the attention of Herr Brock

Paris (8^{ième})

Schm/Sch. 25 March 1942 .
B 2

Thérapiex

Dear Herr Brock!

With reference to your long-distance conversation with Generalkonsul Linn yesterday and the telephone conversation we have just had with your Herr Finckh, in this matter:

To begin with, concerning your information that you did not believe Herr Fouré-Beaulieu to have been informed about the reluctant attitude of French official authorities, about the participation contract Thérapiex, we wish to point out to you that we consider it your duty as a secretary of the Comité Consultatif, (Advisory Committee) to bring about an understanding of the three future participants and if necessary to arrange for a conference concerning it. At any rate we request you to act as an intermediary in the matter Thérapiex between the group Rhône-Poulenc/Spécia and Herr Fouré-Beaulieu and in similar cases always to keep us informed of Herr Fouré-Beaulieu's remarks the knowledge of which is of value to us.

We have once more carefully considered the situation as represented by Herr Bo. with reference to its possible effect upon our common plans and are definitely confirming the agreements made in Beverkussen i.e., that we will not take the difficulties which have arisen as an occasion for

Page 10 of original

stopping our preparations for the sale of our products by Théraplix. We agree to having, to start with, all measures carried out in such a way as if our proposed capital investment will be made in the near future. On this basis we also have no objections to Rhône-Poulenc's carrying through their proposed increase in capital as far as their shareholdings of the Théraplix is concerned. M. Fouré-Beaulieu too could take over his part of the shares in the way provided for. If he does so, however, reservations would have to be made to make sure that in case concession is refused, Messrs. Rhône-Poulenc would agree to buy back the shares of P.B. We must, however, reject as not opportune M. Fouré-Be.'s suggestion, in the meantime to have our part of the shares too paid in by Rhône-Poulenc--and then have half of them ceded to us later on, as it would be exceedingly difficult should news of such a transaction leak out, to persuade the responsible high French authorities to give their permission to the proposed distribution of shares. The authorities would in this case, have ample reasons to claim that Théraplix is already functioning on behalf of the sale of the licensed products without there being an actual Garzen investment; we must not take such a risk. Furthermore the question is now under discussion as to whether with a view to the described situation the license contract with the Théraplix regarding the "B.Y.L.R" products to be delivered shall be signed or not.

Page 11 of original

We think that we ought to answer this question in the affirmative. We are also in favor of implementing the resolutions passed in the General Conference of the Thérapiex in December concerning the members of the Verwaltungsrat. We on our part have, in the meantime, arranged for the authorization of foreign exchange which has already been extended to 5 April of this year to be extended for another three months. We hope that, in the meantime, the difficulties of a superior order as described by Herr Bo. will be solved, and that the Thérapiex -problem will then also be carried out in the proposed financial form.

During his visits to Leverkusen on 16 and 17 March Herr Bo. maintained that because of the political tension it would be unwise to exert excessive pressure on the French authorities, information which we have duly considered. We were, therefore, surprised when you informed us yesterday that Messrs. Grillet and Bo. had, in spite of this, taken steps at the local responsible authorities of their country for purposes of obtaining the necessary permission. We can only suppose that some favorable conditions have lately arisen which made it likely that an immediate introduction of new steps would prove successful.

In today's telephone conversation we quoted the essential points of the above mentioned letter to your Herr Finckh and requested him to ask you to have Herr Fauré-Baudouin convene a meeting of the Comité Consultatif (Advisory Committee) for the purpose of a frank discussion of these questions by the partners concerned.

SUPPLEMENT TO BOOK 4 1 5 -MANN
DOCUMENT No. 456

Page 12 of original

To assure that this discussion can take place very soon and
request you to turn in your report at an early date.

Yours sincerely

"BAYER"

Sales Department B 2

on Order signed Schmitz

Page 13 of original

TRANSLATION

REONL POULENC

Paris. 10 March 1941

Administration
IG/SB
No. 335

Dear Sirs,

We have the honor of acknowledging receipt of your letter of 4 March containing two copies of the text of our conversation in Leverkusen of 25 February 1941, concerning the contract of 31 December 1940 and will help towards clarifying the situation.

We have signed, and initialed these notes and are herewith enclosing one copy of them as arranged. We have also received your second letter of 4 March which contains minutes of our conferences of 25 and 26 February.

I gave this letter our full attention and is reserving for ourselves the right to refer to it once more later on, upon receipt of a further letter of which we were advised by Herr Fauré-Bewilogue concerning details of the agreement about the new Bayer-products.

Difficulties about the renewal of his passport for Lyons are unfortunately detaining the undersigned in Paris a circumstance which delays his proposed discussion of all these questions with Mr. Marcel. We hope, that with the kind help of Messrs. Brock and Krentz these difficulties will soon be overcome.

In this expectation we wish you, dear Sirs, to accept the expression of our great respect

signed Grillet

I.G. Farbenindustrie A.G.
Leverkusen near Cologne

26 January 1942

To the Managers of
Messrs. Rhône-Poulenc and Spécia
21, rue Jean Goujon

Paris (82)

Subject: Future sales-activity of "BAYER" in France

Following up the various agreements made between us on 11 November 1941 in Paris, we are prepared to stop the present activities of the Department Pharmaceutique (pharmaceutical department) of the firm "S.O.I." concerning our products, and to set up a new organization which will exclusively deal with sales of pharmaceutical BAYER-products not yet included in other agreements, veterinary products, dental products, sera and vaccines, provided that arrangements concerning the joint distribution of certain of our products by the firm Theraplix has already come into force. Our products for the protection of plants will be distributed by a special corporation in France.

Yours sincerely

"BAYER"

I.G. Farbenindustrie A.G.
signed Dr. Dr. Braegemann signed Dr. Dr. Gröbel

B
A
BAYER
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R

To the
Managers of
Messrs. Rhône-Poulenc and Spézia
21, rue Jean Goujou,
Paris (8^e)

Administration No. 240

We herewith acknowledge receipt of your letter of 19 January 1941, and thank you for the enclosed 2 copies of the contracts in the German language, signed and initialed by you, as well as two copies of the first page of the French text revised and initialed by you.

We are herewith returning the first page of the French text which we on our part have initialed now. From the time at which this first page of the contract has been received, it will be considered valid. We are now merely expecting your information about the formal consent of your government, upon receipt of which we shall immediately arrange for the necessary steps to be made for the coming into force of the contract. In this connection we shall discontinue the sale of Aspirin for France, the Colonies, the Protectorate and the Mandated Territories and/or discuss the sale of the remaining stock in these districts with you at the meeting which we have already planned.

Hoping that this planned meeting in Cologne, or rather Levenkusen, will have results satisfactory for both parties we are,
dears Sirs,

Yours sincerely
"BAYER"

I.G. Farbenindustrie A. G.
signed A. B. Lann signed Dr. Grobel

37 avenue Victor-Emanuel III
Paris, 18e
18 January 1941

Illegible note

Mann

6/7/2/41, B

Concub General e.R. Mann

Dear Sir,

I herewith acknowledge receipt of your letter of the 13th inst.

SUBJECT PARTA S.A.

I am still waiting for the letter which upon your instigation I was supposed to get from PARTA S.A. I am sorry to have to bother you in this matter and thank you in advance for your trouble.

JOURNEY TO LEVERHAUSEN

I am also awaiting your kind decision as to the date convenient to you for this journey, somewhere around the middle of February. Mr. N. Grillet's health has improved, although he has not yet been able to come back to Paris as he had desired to do, but it is hoped that he will soon be well enough to start on his journey to Germany.

Contract Licenses.

As I have said in my above mentioned letter, I have taken all the necessary steps with the Ste. Rh. P. for the final drawing up of the contract. I had discussion with the Ste. Rh. I., and I was able to secure

- 1) the signature of the German text a copy of which I am herewith returning.
- 2) The initialing of the first page of the French text, the two copies of which I am also enclosing herewith, with the request to kindly return to me one of them duly initialed by "BAYAR".
- 3) The revision of a attached letter of the Ste. Rh. P. which, I hope, will be to your liking; I am enclosing it herewith.

- 2 -

Thus everything concerning the question of the first contact seems to be definitely settled and it will, as I hope, lead up to later more extensive agreements.

I should like to add, however, that the Ste. R. & S. would be happy if you would be kind enough to rectify by separate letter a small omission made on page 4 (French text) paragraph 6, end of the first line. The following ought to be added after the last words "by BAYER"

"..... by Bayer, and Bayer in their turn will act in the same way towards Rhône-Poulenc and Spécia". This is necessary to show that the engagement will be a mutual one, otherwise one might be under the impression that Bayer would be able to introduce new products, whereas the Ste. R. & S. would be unable to do so, a situation which would certainly not be in keeping with the whole attitude of "BAYER".

I insisted on having this done in a separate letter, so as not to again slow down the conclusion of the licence-contract which is, and I repeat, definitely effective as of now. But if you could satisfy Ste. R. & S. on this point by a separate note, they would be very grateful.

With the expression of my best wishes

Yours sincerely

signed Claude Beaulieu

- 18 -

CERTIFICATE OF TRANSLATION

We, Vera Solander, William Zirkl, and Leslie H. Layton, hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the Supplement to Book 4 & 5, LANN.

Vera Solander
20091

William Zirkl
B-397926

Leslie H. Layton
B-397990

Case 6
Defense

MILITARY TRIBUNAL VI

CASE VI

SUPPLEMENT

To Document Book Mann 3 and 6

Submitted by

Defense Counsel

Dr. Erich Berndt

Gang



S U P P L E M E N T

to Document Book Mann 3 and 5

I herewith certify that all documents contained in this
supplement are true verbatim copies of the originals submitted
to the Tribunal.

Munich, 5 May 1948

Dr. Erich Bergelt

Defense Counsel

I, Heinrich Homann, born 21 August 1895 in Altona state that I render myself liable to punishment if I make a false affidavit, declare under oath that my statement is true and was made to be submitted as evidence before the Military Tribunal in the Palace of Justice Nuernberg.

I must definitely deny the charge raised against me that I engaged in espionage activities whilst I was Bayer representative in the Argentine, and that the I.G. Farben and the Sales Syndicate Bayer and Consul General Wilhelm R. Mann respectively knew about this and approval of my alleged activities.

During the 18 years I spent in the Argentine I only had one serious encounter with the police, namely in January of last year when my name appeared in a local newspaper on a list of persons accused of having engaged in espionage activities in favor of the Axis powers. I had to appear before the Federal Police, but was able to prove without any difficulty that I had never had anything to do with espionage activities, nor had engaged in any political activities either in Germany or the Argentine, or had ever been arrested. I was released 24 hours later, i.e. after a report had been made and since then have never been summonsed by the police, and can move around freely in the country like any other German. There is no question therefore of proceedings being brought against me or rather of an acquittal or a rehabilitation.

The enclosed photostat of a good conduct certificate of the Federal Police co-signed by the notary Senor Dr. H. Jorge H. Guerrero issued to me without objection on 30 April 1947 , three months after the above mentioned inquiry, shall serve as proof that I am in no way implicated . I needed this reference or rather good conduct certificate in order to have my account with the Junta de Vigilancia y Disposicion Final de la Propiedad Enemiga (Committee for the Supervision and Final Disposal of Enemy Property) deblocked .

I was crossed off the list of firms and persons controlled by the Junta de Vigilancia on 29 September 1947 , as shown by the enclosed document in photostat co-signed by notary Senor Dr. Jorge H. Guerrero. The translation of the document reads as follows :

When all documents referring to Herr Heinrich Homann have been filed into No. 14307 in accordance with the regulations issued with Decree No. 11 599/46 , and the result of the final examination is satisfactory according to the examining official commissioned with the affair , the supervisory office , the legal section and the General Directorate , the representative of Junta de Vigilancia y Disposicion Final de la Propiedad Enemiga commissioned with the liquidation states the following :

1) Herr Heinrich Homann is to be struck off the list of persons whose credits are to be frozen .

2) The person concerned is to be informed accordingly .

Decision No. 198 signed Juan Canete - Interventor Liquidator
Emilio M. C. de Lodovici- Director General
Florencia E. Magallanes - Deputy Director

May I also point out that at the request of the Secretariat for Trade and Industry of the Direccion Nacional de Industrias del Estado (National Directorate of State Industries) I have been working as technical advisor in an honorary capacity since last July .

With reference to the charge raised against the I.G. Farben , the Sales Syndicate Bayer , Herr Wilhelm R. Mann respectively I wish to state expressly that it was the business policy and particularly the intentions of Herr Mann to prevent the Bayer agencies from indulging in any political propaganda . For this reason I received strict instructions with regard to the local branch under my direction , to refrain from any political conversations and in particular not to intervene in any way in the politics of the country offering us hospitality . Furthermore , I can also state that the I.G. Farben, and the Sales Syndicate Bayer respectively never issued any instructions or expressed their approval for the local agency to be exploited for purposes of espionage . On the contrary , Herr Wilhelm R. Mann advised all persons employed there always to adopt a fair attitude towards the Argentine when they went to Germany .

Buenos Aires , 15 April 1945

signed Heinrich Homann .

(page 4 of original)

Buenos Aires , 16 April 1948

I herewith certify that Herr Heinrich Homann is known to me personally
and that the fore-going signature has been executed by his own hand ,

Seal : Dr. Jorge H. Guerrico

Signature

Notary

CERTIFICATE OF TRANSLATION

10 May 1948

I, Flora C. GOTTSCHALK , Civ.No. 20093 , hereby certify that I am
a duly appointed translator for the German and English languages and
that the above is a true and correct translation of the original
document .

Flora C. GOTTSCHALK
Civ.No. 20096

-4-
END

Excerpt from the
"Voelkischer Beobachter"
of 7 October 1939

Voelkischer Beobachter, Munich edition,

Munich, 7 October 1939

THE FUERHER'S PROPOSALS TO THE WORLD;
A DYNAMIC PROGRAM FOR SECURITY AND
NEW ORDER IN EUROPE.

The Fuehrer's speech before the Reichstag was worded as follows:

.....

So far as German interests are concerned, the objectives and the missions that must be accomplished as a result of the disintegration of State and People, are about the following:

- 1) The establishment of a Reich border line which takes into account historical, ethnographic and economic conditions.
- 2) An upmessment of the whole territory, by establishing an acceptable peace and order.
- 3)
- 4)
- 5) The most important mission: regulating ethnographic conditions, i.e. resettlement of nationalities so as to achieve better demarcation lines after the conclusion of the project, than those existing at present.

.....

Now, what are the aims of the Reich Government with regard to conditions in that territory

west of the German-Soviet demarcation line which is recognized as the sphere of German influence?

- 1) Establishment of a Reich border line, as already stressed, in accordance with historical, economic and ethnographic conditions.
- 2) Organizing the entire living space according to nationalities, i.e. a solution of those minority problems which affect not only this territory, but which, beyond this territory, affect almost all of the Southern and South-Eastern European states.
- 3) In connection herewith: an attempt at settling the Jewish problem.

.....

.....

.....

CERTIFICATE OF TRANSLATION

10 May 1948

I, Charles Gordon, Civ. No. B-316497, herewith certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the Document MANN No. 459.

CHARLES GORDON
Civ. No. B-316497

Excerpt from:

Copy of Document No. NI-14046
Office of Chief of Counsel for
War Crimes

A f f i d a v i t

I, Anton Mortens, living at Leverkusen-Schlobusch, Kalkstr. 222, born on 12 January 1896 in Krefeld, after having been informed that I am liable to punishment for making false statements herewith state under oath of my own free will and without duress the following:

1) On 15 February 1923, I entered the Pharmaceutic-scientific Department of the former Farbenfabriken vorm. Friedrich Bayer, Leverkusen. From 1923 to 1935, I was employed by this firm, subsequently by the IG Farben-industrie AG, Leverkusen, in Japan. From 1935 on I was employed as the head of the pharmaceutic-scientific department of IG Leverkusen ("BAYER") and received in 1936 the title of a director. The pharmaceutic-scientific department was subdivided into the departments U1-76.

I was responsible to Rudolf MANN commercially as well as propagandistically; in scientific matters I was responsible to Professor Heinrich HORNLEIN and - in regard to questions of the IG plant at Hoechst - to Professor Carl Ludvig LAUTENSCHLAGER.

.....

.....

.....

I have carefully read every one of the five (5) pages of this affidavit and signed it personally. I have undertaken the necessary corrections

in my own handwriting and countersigned them with my initials, and I herewith state under oath that in this statement I have said the pure truth according to the best of my knowledge and my conscience.

(signature) Dr. Anton Mertens
(DR. ANTON MERTENS)

(page 5 of original)

Seen to and signed before me this 30th day of January 1948 at Nuernberg by Dr. Anton Mertens, known to me to be the person making the above affidavit.

(signature) Benvenuto von Halle
BENVENUTO VON HALLE
US Civilian AGO D432532
Office of Chief of Counsel
for War Crimes
US War Department.

CERTIFICATE OF TRANSLATION

I, Susanna David, Civ. No. 20174, herewith certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document MANE no. 699.

Nuernberg, 10 May 1948

SUSANNE DAVID
Civ. No. 200174

Case 6 - Tribunal VI

Defense

WILHELM MANN

Loose Copies of Doc's sep. distributed

(Mann Exhibit No. 1)

English



stamp:
DR. ERICH BERNDT
RECHTSANWALT U. NOTAR
(16) FRANKFURT A.M.
STEDTLESTRASSE 11
TELEFON 61767

(13a) NUERNBERG
JUSTIZPALAST ZIMMER NR. 558a
ANSCHRIFT: GERTRUDSTRASSE 5
HRI HEITLER

I certify that the film entitled
"Plenty of Sunshine"
is the property of the Farbenfabriken "Bayer"
in Leverkusen and was shown by me before Tribunal
No. VI, Justice Palace, Nurnberg, Case VI as
MANN Document No. 1
MANN Exhibit No. 1
and that the film has been returned to the owner.

/s/ BERNDT
Dr. Erich Berndt
Defense Counsel

1 April 1948

Certified true copy
Barbara Skinner Mandellaub
Barbara Skinner Mandellaub
Chief, Court Archives



NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Roll 90

Target 2

ter Meer (part)

1-6

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Case 6
Defense

MILITARY TRIBUNAL VI

CASE VI

DOCUMENT BOOK No. 1

for

Dr. Fritz ter MEER

Submitted by the Defense Counsel

Dr. Erich BERNDT

Karl BORHEMANN

Young



DOCUMENT BOOK I

for Dr. Fritz ter MEER

I confirm that the documents Nos. 3 - 42
contained in this Document Book are true
and correct copies of the documents handed
to the Tribunal.

Nuernberg, 24 January 1948.

Karl BORSEMAN
Defense Counsel

Dr. Erich EHMDE
Defense Counsel

I N D E X

to

DOCUMENT BOOK No. 1

for Dr. Fritz ter Meer - Case VI

| Doc. No. | Exh. No. | C o n t e n t s | Page No. |
|-------------|-------------|--|----------|
| 1 | | Reference to Prosecution Document NI 5188 Exhibit 311 Document Book XI (German page 173 ff English page 151 ff) (Curricula Vitae of Dr. Fritz ter Meer, born 4 July 1884) | 1 |
| 2 | | Affidavit dated May 1947 by Dr. Friedrich Hermann ter Meer - NI 5180 - concerning his attitude to politics generally. | 2 |
| 3 | | Affidavit dated 3 January 1948, by Leonhard Baumann, Chairman of the Works Committee (Betriebsbe- rathung) at Uerdingen. The affiant states: "I only know him (Dr. Fritz ter Meer) as an honest and straightforward character In my opinion Dr. Fritz ter Meer had absolutely no interest in politics." | 11 |
| 4 | | Affidavit dated --- December 1947, by Dr. Ing. August Runge, Chemist at Uer- dingen. "I always considered him (Dr. Fritz ter Meer) as a man who was not interested in politics, and entirely taken up by his occupation." | 15 |
| 5 | | Affidavit dated 29 December 1947, by Dr. Otto Frank, Uerdingen. "I am convinced that Dr. ter Meer only gave in to the Party to the extent demanded of our economic leaders, and the extent to which they had to comply | 17 |
| 6 | | Affidavit dated 3 January 1948, by Heinrich Kempkens, Engineer and Plant Leader at I.G. Farben Works, Uerdingen. "In a discussion which I had with him as late as 1941, I found out definitely and distinctly that his personal attitude to National Socialism was distinctly hostile." | 20 |

I N D E X

to

DOCUMENT BOOK No. 1

for Dr. Fritz ter Meer - Case VI

| Doc. No. | Exh. No. | C o n t e n t s | Page No. |
|-------------|-------------|--|-------------|
| 7 | | Affidavit dated 3 January 1948, by Sebastian Hintzen, at one time foreman (Werkmeister) at Uerdingen "This unselfish humanitarian alliance with his workers was just one of the most characteristic features of his gentlemanly character." | 23 |
| 8 | | affidavit dated 3 January 1948, by Paul Puppe, Mechanic and former Chairman of the Workers' Council at Orefeld-Uerdingen. "I have still to mention the interest which he (ter Meer) took in the wel- fare of the prisoners of war who were employed in the plant during the First World War, from 1916-1918." | 25 |
| 9 | | Affidavit dated 3 January 1948, by Wilhelm Ingenfeld, district delegate for the Town Administration of Uerdingen. "I remember clearly that the greeting was never that of a sincere National Socialist that Dr. Fritz ter Meer was not a convinced National Socialist and was in fact incapable of becoming one on account of his family tradition." | 29 |
| 10 | | Affidavit date 9 January 1948, by Fritz Faubel, formerly President of the Rhine District Employers' Association of the Chemical Industry. "In the 7 years during which we worked side by side I found in Dr. ter Meer an industrialist who treated all social problems extremely sympathetically." "Dr. ter Meer was particularly anxious to prevent Party politics from influencing the activities of the association." | 31 |
| 11 | | Affidavit dated 31 December 1947, by Anne- marie Finkelstein-Bruno, Orefeld. The affiant is the wife of the former Jewish Chief of the Scientific Laboratory of I.G. Farben at Uerdingen. "Dr. ter Meer considered it his duty to | 34 |

I N D E X

to

DOCUMENT BOOK No. 1

for Dr. Fritz ter Meer - Case VI

| Doc. No. | Exh. No. | C o n t e n t s | Page No. |
|-------------|-------------|--|----------|
| 12 | | <p>Affidavit dated 21, January, 1948 by Dr. Oskar Loehr, Leverkusen, former assistant of Dr. ter Meer.</p> <p>"His (Dr. ter Meer's) actions were dictated by the postulates of absolute fairness."</p> <p>"Dr. ter Meer's main interest lay in his business activity; he accomplished his aim by creating something new in the fields of work entrusted to him by means of sober, energetic and constructive work."</p> <p>"When appointing or promoting people to important positions he never asked them whether they were members of the Party."</p> <p>"It was from the profound sense of justice which dominated the thoughts and actions of Dr. ter Meer that he endeavored to assist to the best of his ability those who suffered under National Socialist persecution."</p> <p>Example:</p> <p>Dr. Paul Naviaski, Chief Chemist with the General Aniline & Film Corporation, USA. Dr. Richard May, England; Dr. Richter, General Aniline, University Professor R. Witzinger, Zurich; Dr. Robert Berliner.</p> | 37 |
| 13 | | <p>Affidavit dated 5, January, 1948 of Dr. Ernst August Struss, Frankfurt/II, concerning the political attitude of Dr. ter Meer.</p> <p>In connection with the persecution of the Jews in the autumn of 1938 Dr. ter Meer spoke of the events which had taken place in Germany as grave and dreadful from the human point of view and said that the political consequences were incalculable.</p> | 43 |
| 14 | | <p>Affidavit dated 20, January, 1948 by Peter Lamoth, former secretary of Dr. ter Meer and Office Chief (Bürovorsteher) of the TEL Office, Frankfurt a.H.</p> <p>"Dr. ter Meer resolutely refused to support National Socialism, and frequently voiced his refusal, particularly after the Jewish pogroms in November 1938, in no uncertain terms. No picture of Hitler ever hung in his office." Dr. ter Meer "frequently rebelled with considerable energy against the increasing interference of Party and State in matters connected with industry and with the private lives of the people."</p> | 47 |

I N D E X

to

Document Book I

for

Dr. Fritz ter Meer, Case VI

| Doc. No. | Exh. No. | C o n t e n t s | Page No. |
|-------------|-------------|---|-------------|
| 15 | | Affidavit dated 23 December 1947 by University Professor, Dr. Otto Hahn, Goettingen, President of the Kaiser Wilhelm Gesellschaft, describing the unpolitical tasks of the Emil Fischer Gesellschaft of which Dr. ter Meer was President. | 49 |
| 16 | | Affidavit dated 29 December 1947, by Dr. Martin, Trustee (Vereinsvorstand) of the Professional Association of Chemists (Berufsgenossenschaft der chemischen Industrie). "In reality he (Dr. ter Meer) was hostile to National Socialism. He felt particularly indignant about racial discrimination and the persecution of the Jews. He told us that he had joined the Party with extreme reluctance, at the instance of the Party authorities." | 52 |
| 17 | | Affidavit dated 28 November 1947, by Hermann Schloesser, former President of Economic Group Chemistry, Hofeich near Giessen on Dr. ter Meer's activity as Vice President of the Economic Group Chemistry. "After having taken over his new task in Italy, Dr. ter Meer no longer participated in the work of the Economic Group Board in any way." | 55 |
| 18 | | Affidavit dated 12 January 1948, by Joachim Fintelmann, Director of Kali Chemie A.G., Schndorf. "I also know that he was fully convinced that the German Economy could live and develop only in close cooperation of a private economic nature with the economy of the rest of the world." "If Italian industry was thus spared arbitrary destruction that is entirely owing to Dr. ter Meer." | 58 |

I N D E X

to

DOCUMENT BOOK No. 1

for Dr. Fritz ter Meer - Case VI

| Doc. No. | Exh. No. | C o n t e n t s | Page No. |
|----------|----------|---|----------|
| 19 | | Affidavit dated 22.12.1947 by Dr. Borthold Schnell, Ludwigshafen. A propos of a bitter speech by Hitler against President Roosevelt: "His (Dr. ter Meer's) attitude and the expression of his face unmistakably betrayed icy disapproval." | 63 |
| 20 | | Official statement dated 14. January, 1948 by the Presbytery of the Protestant Community of Uerdingen on Dr. ter Meer's attitude to the Church. | 65 |
| 21 | | Affidavit dated 20. January, 1948 by Pastor Eduard Moser, Kronberg/Taunus. "Dr. Fritz ter Meer always fulfilled his obligations towards the Church." | 67 |
| 22 | | Affidavit dated 3. January, 1948 by Ludwig Beudicker, former deputy Ortsgruppenleiter of the NSDAP in Kronberg. "I hereby declare that he (Dr. ter Meer) never held any office in the Ortsgruppe, that he never went in for any politics within the Ortsgruppe and that he never attended any Party meetings." | 68 |
| 23 | | Affidavit dated 2. January, 1948 by Dr. Louis Loisler Kien, Kronberg/Taunus. "I cannot remember ever having seen him (Dr. ter Meer) wearing a Party badge." | 69 |
| 24 | | Affidavit dated 12. January 1948 by Dr. Ernst August Struss, Chief of the Office of the Technical Committee (TEA Büro). "According to my knowledge Dr. ter Meer was never engaged in politics in a National Socialist sense." | 71 |
| 25 | | Affidavit dated 5. January 1948 by Wilhelm Rasmussen, Kronberg. "Dr. Fritz ter Meer was a poor Party member, for no Swastika Flag was ever hoisted over his house..... it was not customary in his house to greet each other with Heil Hitler." | 72 |

Index for Document Book No. I

for Dr. Fritz ter MEER, Case VI

| Doc. No. | Exh. No. | C o n t e n t s | Page |
|----------|----------|--|------|
| 26 | | Affidavit dated 10 January 1948 by Philip HIFFELT, Kronberg-Taunus concerning a complaint by an official of the NSDAP because Dr. ter Meer subscribed too little to Party funds. | 73 |
| 27 | | Affidavit dated 2 January, 1948, by Dr. Gustav KUEPPER, Attorney-at-Law, Frankfurt/Main. "Thus I gathered from our numerous business and private conversations that the rearmament of the German Reich was regarded by him as nothing else than a measure of self defense and a strengthening of the national reputation, but not as a means for preparing aggressive war." | 74 |
| 28 | | Affidavit dated 1st September 1947 by Anna Weber, former secretary of Dr. ter Meer, Vilm. "He (Dr. ter Meer) stood sharply opposed to many of the Party measures." | 78 |
| 29 | | Affidavit dated 2 January 1948 by Dr. Ernst BOENLIGEN, Ingelheim. "A power policy was foreign to him (Dr. ter Meer)." "He particularly abhorred the racial theory." "Neither did he make any concealment of his inner attitude." | 80 |
| 30 | | Affidavit dated 30 December 1947 by Dr. jur. Paul SPANIELBERG, Crefeld-Verdingen. "Dr. ter Meer obviously wanted quite definitely to withdraw from any jingo patriotism and any Byzantinism." | 83 |
| 31 | | Affidavit dated 23 December 1947 by Edmund HOLZ, President of the Crefeld Chamber of Commerce and Industry - concerning the character and human qualities of Dr. ter Meer. | 86 |
| 32 | | Affidavit dated 13 January 1948 by Arthur RUDIGER, Chemist, Darmstadt. | 88 |

Index for Document Book No. I

for Dr. Fritz ter Meer, Case VI

| Doc. No. | Exh. No. | Contents | Page |
|----------|----------|----------|------|
|----------|----------|----------|------|

Continuation of Document No. 32

"At a meeting of the Army Ordnance Office in Berlin in the winter of 1940/41 Dr. ter Meer said: 'Even if you should succeed, gentlemen, in realizing this delivery program desired by the Army, please keep it constantly before your eyes that it will be easily possible for the United States to produce ten times the quantity of all the products here mentioned and one day to throw this economic overweight into the scales.'"

| | | | |
|----|--|---|----|
| 33 | | Affidavit dated 29 June 1947 by Clara Erwi Claessen, née ter Meer, Neuhaus, showing that Dr. ter Meer was ignorant of the fact that war was imminent at the end of August 1939. | 91 |
|----|--|---|----|

| | | | |
|----|--|--|----|
| 34 | | Affidavit dated 10 January, 1948, by Charlotte Knapp, née ter Meer, Kronberg/Taunus, concerning the postponement of the trip to the U.S.A. which Dr. ter Meer planned to make in the spring of 1939. | 93 |
|----|--|--|----|

| | | | |
|----|--|--|----|
| 35 | | Affidavit dated 2 September, 1947, by Dr. Franco Crotzwilli, Milan, on Dr. ter Meer's activity with the RUK in Italy from 1943/45. | 95 |
|----|--|--|----|

| | | | |
|----|--|--|-----|
| 36 | | Affidavit dated 3 September, 1947, by Elio Bracco, President of S.A. Bracco, Milan, concerning the conduct of Dr. ter Meer while he was active in Italy with the RUK. "But the province in which Dr. ter Meer played a highly remarkable role was the protection of workers both male and female, who were threatened with deportation to Germany." | 104 |
|----|--|--|-----|

"All Dr. ter Meer's work was very strictly supervised by the Security Service."

"He was ever reproached with favoring Italian industry far too much, and never in the interests of war, but in those of peace production."

Index for Document Book No. I

for Dr. Fritz ter MEER, Case VI

| Doc. No. | Exh. No. | C o n t e n t s | Page |
|----------|----------|---|------|
| 37 | | Affidavit dated 1 September 1947 by Carlo Ferrario, Cavaliere del Lavoro, Industrialist of Milan, concerning the conduct and activity of Dr. ter Meer in Italy from 1943/1945. | 109 |
| 38 | | Affidavit dated 5 January 1948 by Dr. Heinz Pflueger, Attorney-at-Law, former Special Mission Officer to the Plenipotentiary General for Armaments and War Production (RDK) in Italy. "From my own knowledge I know that Dr. ter Meer's relations with Italian Industry were friendly." "It is certain that through Dr. ter Meer's initiative important economic plant was saved and industry in Northern Italy was left intact." "Dr. ter Meer strove to prevent the transfer of Italian labor under the Sauckel campaign..." | 113 |
| 39 | | Affidavit dated 1 September 1947 by Anna Weber, former Secretary of Dr. ter Meer, Milan, on the prevention of the destruction of industrial plant in Northern Italy in 1945. | 117 |
| 40 | | Affidavit dated 22 January 1948 by Dr. Kurt Moeller, former employee in the TEA Bureau, Bad Godes. On the occasion of a meeting in the club house of I.G. Farben in Frankfurt Dr. ter Meer, speaking of the outrages against the Jews on 8/9 November, 1938, declared: "I cannot understand how anybody can find a single word to excuse these occurrences. No government can do such a thing without taking the consequences." | 119 |
| 41 | | Affidavit dated 17 January, 1948, by Dr. Fritz Mertens, Attorney-at-Law in Frankfurt concerning the support received from I.G. Farben by the Jewish members of the Aufsichtsrat Karl and Arthur von Weinberg. | 122 |

Index for Document Book No. I

for Dr. Fritz ter MEER, Case VI

| Doc. No. | Exh. No. | C o n t e n t s | Page |
|----------|----------|--|------|
| 42 | | Affidavit dated 19 January 1948 by Richard von Skilyonyi, Oberdrauburg, Austria, on Dr. ter Meer's conduct towards the Jewish members of the Aufsichtsrat, Karl and Arthur von Weinberg. "Dr. Fritz ter Meer was on friendly terms with both von Weinbergs. This friendship remained absolutely unchanged." "Dr. ter Meer also took part in the endeavors of several executives at the I.G. Farbenindustrie to have Dr. Arthur von Weinberg released from Theresienstadt." | 123 |

ter Meer Document No. 1

Prosecution Exhibit No. 311

Curriculum Vitae

of Dr. Fritz ter Meer, born 4 July 1884

at Uerdingen/Lower Rhine, is introduced

as Prosecution Exhibit No. 311

In German Document Book Volume XI

pages 173 ff.

In English Document Book Volume XI

pages 151 ff.

The Document bears the number NI 5188.

COPY OF DOCUMENT NO. NI-5180
OFFICE OF CHIEF OF COUNSEL
FOR WAR CRIMES

A F F I D A V I T

I, Friedrich Hermann ter Beer, member of the Vorstand of I. G. Farbenindustrie from 1925 to 1945, after having been warned that I will be liable to punishment for making a false statement, telling an untruth, hereby state the following of my own free will and without coercion:

1. In my affidavit of 2 April 1947 (Document No. NI-5188), paragraphs 14 and 22, I have stated the principal objections which I had to the Nazi regime. At no time during the Nazi regime did I offer any kind of resistance to the regime which in any way endangered my personal liberty, my freedom or my property. Because of the restraint upon freedom of expression, I did not talk about my feelings to the regime openly, but I expressed many of my concerns often within confidential circles and especially to a few of my close friends or collaborators, including Dr. Bernhard Euhl, Prof. Erwin Selck, and Dr. Karl Lueer. However, my lack of enthusiasm for the Nazi regime and the NSDAP were sufficiently well known so that I don't think anyone considered me an active supporter of the NSDAP. I consider myself as one of Bosch's closer associates and as he was our "great man" his ideas and reactions have at all time impressed me very much. He once told me, "The great thing is that I.G. Farben must outlast the Nazis".

2. Quite soon after the Nazis came to power, I felt so strongly in opposition to the Nazi regime that I seriously considered resigning from my position in I.G. Farben and

retiring from active participation in German industrial life. In late 1934 or early 1935 the matter had gone so far that I had a long discussion on the matter with Prof. Erwin Selck, an old friend of mine. I told him that I felt extremely upset by a number of happenings in Germany, that many things in Germany were in contradiction to my convictions, including the Roehm affair, and that I thought it best

(Signed Dr. Fr. ter Leer)

- 1 -

(Seite 2 des Originals)

to resign my position altogether. Selck thereupon became extremely lively in his conversation. He said that I was absolutely wrong; that the only hope for Germany was that the Party would get over the revolutionary stage and become more reasonable; and that at last reason would prevail in Germany. Selck said that persons like me had to remain and to their duty to avoid replacement by men closely connected with the Party who would overrun everything in I.G. Farben if men like me were replaced. Selck's viewpoint finally prevailed and thereafter I never seriously considered resigning again.

3. For the period from my conversation with Selck to the Anschluss I want to state the following. Most Germans considered Germany's foreign policy before 1938 a good deal from the consideration of what other countries might have done, but did not do, to interfere. When there was no interference by the other countries, there was little incentive to interfere within Germany. Moreover, it certainly seemed to me that Hitler tried to come to an agreement with England, and after the German-British Naval Treaty of 1935, I thought there might be some success. Beyond this, an industrialist is always much influenced by economic trends, and by 1937 in Germany economic conditions

were very good, unemployment was practically non-existent, everyone was satisfied, especially the workmen. Then, for technical men like me, the probable outcome of large new chemical achievements, like Buna, impressed us greatly. Between 1936 and 1939, I talked these things over, both in Germany and abroad, with a number of foreign industrialists, particularly Americans. In 1938 or 1939, Mr. Milliken, an American, asked me how a leading man in German industry could feel content, under the Nazi regime, and I said: "Well, never mind the purely political aspects of the matter. I am a businessman and I must say that so far I have not been under such specific pressure in specific cases" (referring to business conduct) "that fool it

(Signed Dr. Fr. for Secy)

- 2 -

(Seite 3 des Originals)

has become impossible for us to continue my work". Moreover, we German industrialists were greatly influenced by the favorable impression of the German economic position expressed by visiting American industrialists.

4. Between 1933 and 1939, I and I believe most of my colleagues in I.G. Farben, did not believe much of the Nazi propaganda concerning foreign countries. For my own part, I had traveled many times abroad and learned of the strong feelings against Nazi Germany, read foreign newspapers while abroad, etc. I knew particularly from my travels in America in 1934 the strong resentment in America against the atrocities against the Jews and the burning of Jewish synagogues and places of business in November 1938. However, quite apart from the Nazi propaganda and the Nazi claims, I had the feeling that great revisions had to be made in Europe which would undo many of

the injustices of the Versailles Treaty.

The Occupation of Austria and the Anschluss

5. Specifically with respect to Austria, I can say that I was at the time not opposed to the military occupation of Austria by German troops, even though I recognized that a forceful military solution was made by German troops marching into another sovereign nation. Most Germans at that time, including me, looked less at the methods used in Austria than the results in our dream of a German reunion with Austria. Most Germans felt that the Treaty of Versailles was wrong and unjust in preventing Austria and Germany from uniting. Since it did not come to war, not a single shot being fired, and since we heard the reports about the enthusiastic reception of our troops by the Austrians, I did not feel apprehensive about future peace because of this military occupation.

The Invasion of Czechoslovakia

6. The first time I really had the feeling that our foreign policy was in no way in order was when German military forces were used to occupy

(Signed Dr. Fr. ter. Dr. Fr. ...)

- 3 -

(Seite 4 des Originals)

Czechoslovakia in March 1939. This shocked us deeply, the more so as the question of the Sudetenland had been solved at Munich. I felt that the NSDAP had now started Germany on a very dangerous road. I felt this was a breach of an international agreement, the Munich Pact, and an aggressive act against a country in whose affairs we had ^{no} right to interfere. This shocked me, especially since the story brought out in the German newspapers concerning the visit of the Czechoslovak President Hacha with

- 5 -

Hitler did not look altogether natural to me. At the time the occupation of Czechoslovakia was announced, my close friend Buhl, since dead, and I exchanged the view that new things possibly were driving to a very serious end. I considered at that time the foreign policy of the Nazis from this time on to be gambling and a clear course of criminal speculation. When England broke off the Naval Treaty shortly thereafter; when England and France also gave Germany a very serious warning; and when later England agreed to support Poland if she were invaded, I was extremely worried. However, as the summer of 1939 went on, I became less worried with the passage of time. It was only in about August 1939 that again a very uneasy feeling started when the German press reported more or less the same thing which had been done in the case of the Sudetenland about a year before. But then I talked in Carlsbad to Walter Roehmert, an industrialist who was considered to have close relations with high political circles in Germany, and he said that he had information from high political circles that Hitler was not going to war and that Hitler would accept a reasonable solution of the corridor question. This relieved me greatly, since I knew there was considerable support in England and America for a reasonable solution of the corridor question.

International Negotiations in which I Participated in 1938 and 1939

7. In 1938 and 1939 I followed up my usual business lines in foreign countries and participated in meetings of the dyestuff cartel in Switzer-

(Signed Dr. Fr. ter Meer)

land, France and England, went several times to Italy, etc. In the same years I engaged in business conversations with representatives of the ICI concerning the dyestuffs plant at Trafford Park, England; with representatives of the Lever Brothers concern in England; with Mr. Crane of the DuPont Company on nylon (summer of 1938) and on nylon and buna (late fall of 1938 in America). The international tension in 1938 did not interfere with my usual activity in international negotiations whatsoever. In 1939 I had planned to go to America in early summer on the buna questions, but I was informed beforehand that the road tests with buna tires would not be conclusive before the end of August. So I had to postpone my trip to the fall. But the outbreak of war prevented it. Without any reservation, I can state that we were willing to make the know-how and the technical processes concerning buna available to the America concerns in both 1938 and 1939 up to the outbreak of the war. Representatives of ICI visited us in Germany in July 1939. All this shows that there was no change in the conduct of our business affairs during 1938 and 1939.

8. In late 1938 or early 1939, we made a change with respect to our English sales agencies so that our stores of dyestuffs were sold out to them. There were also changes made in British India. I recall that Dr. Kuepper went there for this purpose late in 1938 and that Agfa agency at Bombay was sold to the Koopman Bank. These steps were taken as measures to avoid losses in the case of the outbreak of war. It is a correct business attitude to diminish one's risks. I do not recall any steps which were taken before the outbreak of war in 1939 concerning our participation in South America. I recall that in about 1938 or 1939 the name of the American I.G. Chemical Comp-

any, New York, was changed to General Aniline and Film Company, but in my opinion this was done on the initiative of the America side. Of course, after the outbreak of war, certain steps were taken in 1939 with respect to I.G. Chemie, Basle, by which the

(Signed Dr. Fr. ter Meer)

- 5 -

(Seite 6 des Originals)

existing agreements between I.G. Farben, I.G. Chemie, Basle, and General Aniline and Film Company were discontinued, with the exception of the agreements between I.G. Farben and G.A.F. dealing with the exchange of know-how and patents.

My reaction on the Outbreak of War.

9. I was very shocked at the outbreak of war, but I felt that not only the Nazis were now involved, but also my country and my people. Therefore, I never considered leaving Germany or withdrawing from my position as an important industrial leader after the war broke out. I heard about Fritz Thyssen's flight from Germany upon the outbreak of war or shortly thereafter, and when I was in foreign countries during the war, or by some information which was brought to me, I read some of his publications abroad against Nazi Germany and the war. However, I think Thyssen must have prepared for this step long in advance. In any event I do not think it an example which could be imitated by everybody; However, I did not and I do not consider Thyssen's flight from Germany upon the outbreak of war as an act of treason, because this was an action carried out against the Nazis, who had not acted correctly, concerning many points where Thyssen had good grounds for disillusionment.

10. In my affidavit of 29 April 1947 (Document No. NI-5184),

- 8 -

I stated that Gauleiter Sprenger requested the removal of Schmitz, von Schnitzler and me. I recall several similar occurrences. About 1936, Constantin Jacobi, a deputy member of the Vorstand and Betriebsfuhrer of our Mainkur and Griesheim plants, got into some difficulties with the German Labor front (DAF). The Gaubmann of the DAF called on me and asked me to remove Jacobi as Betriebsfuhrer. I naturally refused, stating that Jacobi was an able technical expert and that the complaints were not justified. When Mr. Buhl, a Vorstand member died in 1940, a titular director named Stein desired to succeed Buhl as Vorstand member. Stein approached and got the support of Gauleiter Sprenger. He then took the matter up with Weber-Andraea, another Vorstand member, who then talked it

(Signed Dr. Fr. ter Lauer)

- 6 -

(Seite 7 des Originals)

over with von Schnitzler and me. We then informed Stein that I.G. Farben could not follow up his request. Thereafter Gauleiter Sprenger insisted, however, and it became necessary for a Vorstand member (I believe von Schnitzler) to further talk to Gauleiter Sprenger, whereupon the matter was dropped. The Gau office of the NSDAP also raised some question about Paul Haeflinger as a Vorstand member, because he was a Swiss and not a German citizen. But this question was straightened out by Haeflinger's becoming a German citizen. I recall of no other specific examples of efforts by the NSDAP to change the direction of I.G. Farben.

11. I have carefully read each of the 7 pages of this declaration and have placed my signature at the bottom of each page. I have made the necessary corrections in my own handwriting and initialed each correction in the margin. I

Dokument Dr. ter Meer Nr.²

Exhibit Nr.

declare herewith under oath that I have stated the full truth
to the best of my knowledge and belief.

(Signed) Dr. Fr. ter Meer

Dr. Fr. ter Meer

Sworn to and signed before me this day of May 1947 at
Nuernberg, Germany, by Dr. Friedrich Hermann ter Meer, known
to me to be the person making the above affidavit.

(Signed) Drexel A. Sprecher

Drexel A. Sprecher
Attorney
AGO number 473307
Office of Chief of Counsel
for War Crimes
U.S. War Department

CERTIFICATE

I, ERNA UIBERALL, AGO No. D-150096, hereby certify that
this is a true and correct copy of Document No. NI-5180, the
original of which is in the English language.

(Signed) Erna Uiberall

Erna Uiberall, AGO No. D-150096
U. S. Civilian

END

- 9 -

Affidavit.

I, Leonhard Baumann, residing in Krefeld, Blumenstrasse No. 35, German national, have had my attention called to the fact that I shall render myself liable to punishment for making a false affidavit.

I declare on oath that my statement is true, and was made voluntarily and without coercion in order to be presented as evidence to the Military Tribunal No. VI at the Palace of Justice, Nuernberg, Germany.

On 1 March 1920 I entered the then Farbenfabrik Weilerter Meer, Uerdingen on Rhine. Already in 1921 I was elected as member of the Betriebsrat (Works Council). In the Betriebsrat I was elected as first chairman of this institution, and at the same time, viz. until 1933, I was second chairman of the Arbeiterrat (Workers' Council). In the political chaos in 1933 I was dismissed from my offices because of my anti-national-socialist attitude.

I know Herr Dr. Fritz ter Meer from the time I entered the works. In my capacity as chairman of the Betriebsrat and the Arbeiterrat I had naturally much closer relations with the Management of the works, and therefore with Herr Dr. Fritz ter Meer, than any other of my colleagues had.

Herr Dr. Fritz ter Meer was always ready to listen to the wishes of the Betriebsrat and was interested in its aims. I only know him as an honest and straightforward character, who devoted all his ability and energy to the welfare of the works, and who, during the difficult post-war years, did a great deal to maintain

(page 2 of original)

the plant and thus provide for the well-being of the workers.

In my opinion, Dr. Fritz ter Meer had absolutely no interest in politics.

Speaking also in my capacity as chairman of the Betriebsrat, I can say that Dr. Fritz ter Meer was very popular with the workers. For instance, when during those difficult years urgent work had to be done which would benefit the plant and the workers, Dr. Fritz ter Meer himself would often do some of the physical work. He did not shrink from helping personally in the working process, climbing into the tanks and lending a hand there.

Dr. Fritz ter Meer was a man who took a strong interest in social matters, who completely followed in the footsteps of his father, Geheimrat Dr. Edmund ter Meer. As is well known, Dr. Edmund ter Meer did much for the works as well as for the town of Uerdingen. Dr. Fritz ter Meer did quite as much as his father in this respect.

When Dr. Edmund ter Meer died, everybody in the works and in the town of Uerdingen said that the father of the community and of the works had passed away. In this respect Dr. Fritz ter Meer fully replaced his father and also devoted his whole being and efforts to the works as well as to the town of Uerdingen.

As another instance of Dr. Fritz ter Meer's social consciousness, I should like to say that during the various crises, he used all his influence to prevent his workers from becoming unemployed. While as was there hardly any people were dismissed on account of the closing-down of the plants. Dr. Fritz ter Meer always found means to employ the people, even if one or other of the plants

(page 3 of original)

had to be shut down for economic reasons.

After Dr. Fritz ter Meer left the Uerdingen works, I believe it was in about 1928, unfortunately I did not come into contact with him any more. During the time when the Nazis were in power Dr. Fritz ter Meer came here once again to be present at a Works celebration in the Uerdingen factory. The address, he gave on this occasion and which I still remember very well, and in which he greeted his old co-workers especially in an extremely comradely and cordial manner, gave me the impression that in this instance, too, Dr. Fritz ter Meer was not at all interested in the political aspect. Therefore this leads me to believe that even at that time Dr. Fritz ter Meer had in no way changed in character or in his political views.

When the Americans arrived, I was elected chairman of the plant committee (Betriebsausschuss) and am still working in that capacity. I should like to mention that there is still a number of employees who know Dr. Fritz ter Meer well from former times. When speaking of the Nurnberg trials they were full of praise for him and had good recollections of their former chief, Herr Dr. Fritz ter Meer. Even today these employees say that Dr. Fritz ter Meer, although strict, was a very just and socially-minded chief.

I hereby declare that I never joined or sympathized with the NSDAP and its affiliated organizations.

Erfold, 3 December 1947

signed: L. Bethmann

Document ter Meer No. 38

Exhibit No.

(page 4 of original)

Document Register No. 8 for 1948

I hereby certify that the above signature of the member of the Betriebsrat Herr Leonhard Baumann of Krefeld, Blumenstrasse 85, who is personally known to me, was affixed before me, Hermann Paltzer, Notary for the District of the Dusseldorf Higher Court of Appeal (Oberlandesgerichtsbezirk/Dusseldorf) with its office at Krefeld-Uerdingen, this 3rd day of January 1948.

Krefeld-Uerdingen, 3 January 1948

(seal)

signed: Paltzer

Notary

Costs.

| | | |
|------------------------|-----------|----------------|
| Value | RM 3000.- | |
| Fees, par. 144, 26, 39 | | RM 4.- |
| Additional fees | | RM 4.- |
| Clerical fees | | |
| Postage | | |
| Turn-over tax | | <u>RM 0.24</u> |
| | total | RM 8.24 |

The Notary

signed: Paltzer

official seal

Affidavit

I, Dr. Ing. August Runte, residing in Krefeld-Uerdingen, Augustastrasse No. 14, German national, have had my attention called to the fact that I shall render myself liable to punishment for making a false affidavit.

I declare on oath that my statement is true and was made voluntarily and without coercion in order to be presented as evidence to the Military Tribunal No. VI at the Palace of Justice, Saarnberg, Germany.

On 15 September 1912 I started work as chemist in the Uerdingen works of the I.G.Farbenindustrie and was neither a member of the Party nor of any of its affiliated organizations.

Owing to my work at Uerdingen, which lasted many years, I was well able to follow the career of Herr Dr. Fritz ter Meer, who in 1913 came to Uerdingen as Director. Shortly after the first World War I had many dealings with Herr Dr. ter Meer in my capacity as member of the Staff and Works Council (Angestellten- und Betriebsrat) also by reason of the fact that for many years I was chairman of the Works Group and District Group Lower Rhine of the Professional Workers Union (Registered Association of Professional Workers in the Technical and Natural Sciences).

I should like particularly to stress his understanding for the social welfare of the workers and the open and honest way in which he conducted his

(page 2 of original)

negotiations. Whatever was promised was done, without it being necessary to go into petty details. If sound reasons could be given for any wishes of the employees, these wishes were fulfilled; in many cases the wishes put forward, particularly if they were of a financial nature, were generously dealt with and more than fulfilled.

During the entire period of our work together I have never known Dr. ter Meer to participate in any way in any Party activities. I always considered him as man who was not interested in politics, and entirely taken up by his occupation as technical Director of a large plant.

Krefeld-Uerdingen, December 1947

signed: Dr. August Runte

I hereby certify that the above signature is that of Dr. Ing. August Runte, residing in Krefeld-Uerdingen, Augustastrasse 14, and that it was made in my presence.

Krefeld-Uerdingen,

Document Register No. 26 for 1948

I hereby certify that the above signature is that of Herr Dr. Ing. August Runte of Krefeld-Uerdingen, Chemist, Augustastrasse 14, who is personally known to me, and that it was made before me, Hermann Paltzer, Notary for the District of the Dusseldorf Higher Court of Appeal (Oberlandesgerichtsbezirk Dusseldorf) with its office at Krefeld-Uerdingen, this 12th day of January 1948.

Krefeld-Uerdingen, 12 January 1948

signed: Paltzer
Notary

L.S.

Stamp
Costs
RM 4.12

Affidavit

I, Dr. Otto Frank, residing in Urdingen, Josef-Goerres-Strasse No. 15, German national, have had my attention called to the fact that I shall render myself liable to punishment for making a false statement.

I declare on oath that my statement is true and was made voluntarily and without coercion in order to be presented as evidence to the Military Tribunal No. VI at the Palace of Justice, Nuernberg, Germany.

In 1922 I entered the service of the Chemischen Fabriken, formerly Weller ter Meer. I have therefore known Herr Dr. Fritz ter Meer for 25 years. During the six years he was working in Urdingen I came to know him as a man who was guided by the noblest human principles in his strenuous work. Trained by his father, the founder of the works, to work hard from his early youth onwards, he successfully carried on his father's life's work.

Dr. ter Meer had the welfare of his employees at heart and was always willing to render assistance during the difficult years after the inflation and during the general economic crisis when it was a question of alleviating or preventing misery. Thus it is that even today Dr. ter Meer is still held in high esteem, although he left here nearly 20 years ago.

I often asked myself during the time when the Nazis were in power what Herr Dr. ter Meer's attitude was to this "New Era".

(page 2 of original)

If one was an opponent of the NSDAP one was confronted with a flood of propaganda, often of the most cunning type, so that, with the necessary circumspection, one naturally looked around for people of the same conviction, and particularly sought to know what our leading men were thinking of the new trend. I am convinced that Herr Dr. ter Meer, only gave in to the Party to ^{demanded} the extent/ of the economic leaders, and to the extent to which they had to comply if they did not want to lose their leading positions. This attitude clearly emerged from the speeches which Herr Dr. ter Meer made on the occasion of the jubilee of one of the members and the 80th Works Anniversary. It was quite impossible that a citizen of the world such as he, who frequently went on journeys to the United States of America and other countries, should get caught in the narrowminded net of National-Socialist doctrines.

For my own part, I declare that I was never a member of the NSDAP or its affiliated organizations and that I am at present still working as Betriebsleiter of the I.G. Farbenindustrie Aktiengesellschaft.

Uerdingen, 29 December 1947

signed: Dr. Otto Frank

I hereby certify that the above is the signature of Dr. Otto Frank, residing at Uerdingen, Josef-Goerres-Strasse No. 15, and was made before me, Attorney-at-Law and Notary

in

on

Document Registry No. 756 for 1947

Document ter Meer No. 5

Exhibit No.

(page 3 of original)

I hereby certify that the above is the signature of Dr. Otto Frank of Krefeld-Uerdingen, Chemist, Josef-Goesres-Strasse 15, personally known to me, and that it was before me, Hermann Paltzer, Notary for the District of the Duesseldorf Higher Court of Appeal (Oberlandesgerichtsbezirk Duesseldorf) with its office at Krefeld-Uerdingen, on 29 December 1947.

Krefeld-Uerdingen, 29 December 1947

(l.s.)

signed: Paltzer
Notary

Costs

Value RM 3,000.-

Fees as per arts. 144, 20, 39 RM 4.-

Turn-over tax .12

total RM 4.12

The Notary

signed: Paltzer

.....

It is hereby certified that the above is a true and correct copy.

Kuernberg, 25 January 1948

signed: Karl Bornemann
(Karl Bornemann)

Defense Counsel

Tribunal No. VI

Affidavit

I, Heinrich Kempkens, Engineer, living in Krefeld-Uerdingen, Beethovenstr.1, a German citizen, have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal No. VI, in the Palace of Justice in Nuremberg, Germany.

On 1 April 1903 I entered the services of the then Chemische Fabriken formerly Weiler for Meer. I have been acquainted with Dr. Fritz ter Meer since that time. I worked closely with Dr. ter Meer already about 1907; I was put in charge of plans for a new branch in France (Tourcoing) by him.

After his return from France, Dr. ter Meer became my immediate superior and remained my superior until 1925, when Dr. ter Meer left Uerdingen in order to take over the management of the ^{sister} plants in Leverkusen. On account of my position as an engineer, I worked daily with Dr. ter Meer in the office, but I also got to know Dr. ter Meer privately quite well. As far as I was concerned he was an excellent superior, and his qualifications as an expert and later as a plant manager could be regarded as exemplary and outstanding. He was a tireless worker and a promoter of the Uerding works; the wellbeing of his works was his special concern. Thus he was always open to suggestions

concerning the establishment of welfare institutions in the plant and he prompted these to the best of his ability.

I can therefore testify on behalf of Dr. Fritz ter Moor, that he was a socially minded and extraordinarily just superior in every respect. That was and still is today the opinion of those members of the staff who knew him then and who worked with him.

According to my knowledge, Dr. ter Moor has never held National Socialist views. It is true that he as a prominent representative of the I.G.Farbenindustrie had to adapt himself under the force of circumstances to the political situation after 1933. In a discussion which I had with him as late as 1941, I found out definitely and distinctly that his personal attitude to National Socialism was distinctly hostile. He held the same opinions as did I. I was known in the Works and in Uerdingen as an Anti-fascist, have never belonged to the Party or to one of its affiliations and I can prove that I was opposed to the NSDAP as early as 1930. Only my long association with the Works and my position as an expert saved me from being persecuted by the Party. I was severely reprimanded by various higher Party offices several times. Dr. ter Moor was as I mentioned above fully aware of my anti-National Socialist attitude. Nevertheless he treated me during all the years of National Socialism in the very best way as his old co-worker and supported me in my attitude. I am still employed in the Uerdingen Works today

Document for Hoör No. 6.
Exhibit No.....

as a safety-engineer, time-study and plant manager.

Krefold-Werdinger, December 1947

signed: Heinrich Kompkens

Number 11 in the Register for 1948

I herewith witness the signature of Ingenieur Heinrich Kompkens, living in Krefold-Werdinger, Beethovenstr.1, who is personally known to me, Hermann Paltzer, Notary Public for the Oberlandesgericht district Duesseldorf, with the office in Krefold-Werdinger, and who has rendered the above signature on 3 January 1948, which is certified by me.

Krefold-Werdinger, 3 January 1948

(Stamp of the Office) signed: Paltzer
Notary Public

Charges:

| | | |
|----------------------------------|----------------|--|
| Value of the Deal: | 3000.— RM | |
| Charges acc. Paragr. 144, 26, 39 | 4.— RM | |
| Additional charges Par. 52, 53, | | |
| 103 | 4.— RM | |
| Sales Tax | <u>2.24 RM</u> | |
| Total: | 6.24 RM | |

The Notary Public: signed Paltzer

(Stamp of the Office)

* * * * *

I herewith certify that the above is a true and correct copy of the original.

Nurnberg, 26 January 1948

signed: Karl Bornemann,
Defense Counsel
for Tribunal VI

Affidavit

I, Sebastian Hintzen, living in Urdingen, Kastanienstr. 53, a German citizen, have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on my oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal No. VI in the Palace of Justice in Nuremberg, Germany.

I have been neither a member of the National Socialist German Workers Party, nor of any of its affiliated organizations. I worked as a foreman from 1899 until 1941, first in the Chemische Fabrik, formerly Weiler ter Meer and after the foundation of the I.G. Farbenkonzern in this Urdingen plant. During the long period of my activity with the above-named companies, I had the opportunity to get acquainted with and to form a high opinion of the former director of the I.G. Farben, Dr. Fritz ter Meer.

From 1914 to 1919, Dr. Fritz ter Meer was my immediate superior in his position as manager of the department in which I worked. During these six years of common work, it was for all employees, whether they were workers or salaried employees, a real pleasure to work for a man who did/mind working any hour of the day or night and for whom there was no job so dirty that he would not touch it. Whenever it was necessary to tackle the job, Dr. Fritz ter Meer was the first on the spot. Especially on account of the fact that he was the son of the plant manager and principal proprietor

of the company, this attitude earned him the high esteem of the workers. From 1919 or 1920 on, Dr. Fritz ter Meer entered the business management of the company and took over the entire technical management. In this position, too, he remained the gentlemanly, always humanitarian superior who despite all his engrossment with business still found the time, the means and the ways of interesting himself in an unselfish way in the worries and troubles of his subordinates, whether worker or employee, and irrespective of their denominational or political or other associations.

Even when Dr. Fritz ter Meer became member of the Vorstand of the concern after its foundation and had moved his office from Urdingen to Frankfurt, he never neglected his old associates. During his frequent visits in the Urdingen plant, he always looked out for his old, faithful employees and none of them consulted him in vain for help in personal affairs, when he had not been helped by his immediate superior. This unselfish humanitarian alliance with his workers was just one of the most characteristic features of his gentlemanly character. Thus he always attended to the welfare and worries of the prisoners of war and the foreign workers and demanded that they should be treated decently, just like all the other workers, and that they should be housed and fed adequately. In any case, I can only declare that Dr. Fritz ter Meer has deserved in every respect, especially on account of his humanitarian and decent character and way of thinking the very best testimony I could give.

Uerdingen, December 1947. signed: Seb.Hintzen

Number 5 in the Register for 1948

I herewith witness the signature of the master mechanic in retirement, Sebastian Hintzen, living in Krefeld-Uerdingen, Kastanienallee 53, who is personally known to me, Hermann Paltzer, Notary Public for the Oberlandesgericht district Duesseldorf, with the office in Krefeld-Uerdingen, and who appended his signature to the above document on 3 January 1948, which is certified by me.

Krefeld-Uerdingen, 3 January 1948

(Stamp of the Office) signed: Paltzer
Notary Public

Charges:

| | |
|--|-----------|
| Value of the Transaction: | 3000.— RM |
| Charges acc. paragraphs 144, 26, 39 | 4.— RM |
| Additional charges, paragr. 52, 53, 103 | 4.— RM |
| Sales Tax | — 24 RM — |
| Total: | 8.24 RM |

(Stamp)

The Notary Public:

signed Paltzer

I herewith certify that the above is a true and correct copy of the original.

Muenchen, 26 January 1948

signed: Karl Bornemann
Defense Counsel
Tribunal VI

Affidavit

I, Karl Puggé, living in Krafeld-Urdingen, Bilerstr. No. 16, a German citizen, have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to Military Tribunal No. VI in the Palace of Justice in Wiesbaden, Germany.

Since 1902 I have been employed as a mechanic by the former firm Weiler for Hear, and had the opportunity during the years after 1913 to getting to know Dr. Fritz - as he was known to the men in the plant - as a plant manager also. He was familiar with the domestic affairs of the workers in his plants. All of them could confide their worries to him; none of those who had laid their troubles before him were ever disappointed. He did not consider it to be below his dignity to help out personally if he happened to see that a worker was struggling with a job.

During the difficult war-years of 1914 - 1918 he was concerned especially about his sick workers and he gave them from his own household the necessary food for building them up which was so necessary at that time. He often shared his luncheon sandwiches with his men.

I have still to mention his taking interest in the welfare of the prisoners of war who were employed in the plant during the First World War, from 1915 to 1918. He checked personally on their billets and on their feeding and looked after a suitable program for their leisure time. Above all, he always emphasized

that the prisoners ought to be treated well. The verdict of the prisoners who were employed in the shop under my supervision, was "Dir-ektor bon" about him.

After 1918, I was for some time chairman of the Workers Council. This is where I really got to know him as a socially minded man. His readiness to solve the problems, above all the eight hour day and wages, as desired by the employees, not with the full approval of his subordinates. This is why his plant was not affected by the social disturbances of that period.

His taking care of the housing problem especially, is shown by the beautifully placed workers' homes which were built in healthy surroundings. When in 1926 he took over bigger tasks for the I.G., his men regretted his departure very much.

Krefeld-Uerdingen, December 1947

signed: Karl Pugg^t

I herewith witness the above signature of Master Mechanic Karl Pugg^t, living in Krefeld-Uerdingen, Meilerstr.16, who is personally known to me, Hermann Paltzer, Notary Public for the Oberlandesgericht district Dusseldorf, with the Office in Krefeld-Uerdingen, and who appended his signature to the above document on 3 January 1948, which is certified by me.

Krefeld-Uerdingen, 3 January 1948

(Stamp of the Office)

signed: Paltzer
Notary Public

Document for Exh. No. 8
Exhibit No.....

Charges:

Value of the Transaction: 1000.-- RM

| | |
|---|---------|
| Charges accord. Paragr. 144, 26, 39 | 4.-- RM |
| Additional charges Paragr. 52, 53, 103 | 4.-- RM |
| Saloo Tax | -.24 RM |
| | ----- |
| Total: | 8.24 RM |

The Notary Public:

signed Falzner

I herewith certify that the above is a true and correct copy
of the original document.

Nuremberg, 26 January 1948

signed: Karl Dowdman
Defense Counsel
Tribunal VI

Affidavit

I, Wilhelm Ingenfeld of Uerdingen, I.G. plant Uerdingen, a German subject, having been duly advised that I shall render myself liable to punishment by making a false statement, herewith depose on oath, that my statement is true, and that it was made of my own free will and without coercion, to be submitted in evidence to Military Tribunal No. VI, Palace of Justice, Nurnberg, Germany.

I have known Dr. Fritz ter Meer for forty years.

I joined the then Chemische Fabriken vorm. Kailer ter Meer at Uerdingen at the age of 14 in 1907. In 1911 I was made head porter in the administrative building.

In that capacity I had the opportunity of witnessing and familiarizing myself with the career of Dr. Fritz ter Meer and with the manner in which he treated the employees of the plant. I am therefore in a position to state with a clear conscience that Dr. Fritz ter Meer was a strict but also a just superior, ready at all times to listen sympathetically to the problems of his workers, and to assist them.

When tasks involving greater responsibility were entrusted to Dr. Fritz ter Meer at a later date, the senior members of the staff regretted his transfer to Leverkusen and later to Frankfurt more than anybody else.

But we could rely on him to help us in special problems even during his occasional visits after 1933 and during the war.

On the occasion of these visits I was invariably the first member of the staff whom he greeted, and I remember clearly that it was invariably a very cordial greeting, and never that of a sincere National Socialist. I consider it my duty to point this out, as such demeanour was particularly dangerous for people who were exposed on account of the position they occupied. The conclusion I drew from it was that Dr. Fritz ter Heer was not a convinced National Socialist and was in fact incapable of becoming one on account of his family tradition.

I have never been a member of the NSDAP.

I am an honorary district delegate of the CDU to the district administration of the Uerdingen district.

Uerdingen, December 1947

signed: Wilhelm Ingenfeld

Document Roll No. 7, 1948

I herewith witness and certify that the above signature is that of Herr Wilhelm Ingenfeld of 232 Duisburger Str., Krefeld-Uerdingen, porter, who is personally known to me, and that it was appended before me, Hermann Paltzer, notary for the area of the Higher District Court of Appeal Düsseldorf, Krefeld Uerdingen office on 3 January 1948.

Krefeld Uerdingen, 3 January 1948

(L.S.)

signed: Paltzer, Notary.

Costs.

Value RM 3000.-

Fees arts. 144, 26, 39

RM 4.-

Additional fee arts. 52, 53, 103

RM 4.-

Turnover tax RM 1.24

Total: RM 8.24

Notary: signed Paltzer

This is to certify that the above is a true and accurate copy of the original document.

Muenberg, 26 January 1948

signed: Karl Bornemann
Defense Counsel
Case VI

Affidavit

I Fritz Faebel, of 63 Kaldenhäuserstr. 63, "Haus Dreuen", Krefeld Uerdingen, a German subject, having been duly advised that I shall render myself liable to punishment by making a false statement, herewith depose on oath that my statement is true, and that it was made of my own free will and without coercion, to be submitted in evidence to Military Tribunal No. VI, Palace of Justice, Nurnberg, Germany.

From 1919 to 1926 Dr. tor Meer was the President of the Rhine district Employers' Association of the chemical industry. He was forced in 1926 to resign from office, because he gave up his position as director of the Uerdingen plant on account of the centralization of I.G.Farbenindustrie head offices at Frankfurt/Main, worked for several years in the U.S.A. and then moved to Frankfurt. From 1919 onward I was a business manager and member of the Vorstand of the above mentioned Employers' Association which was disbanded by the National Socialist Government in 1933.

In the 7 years during which we worked side by side I found in Dr. tor Meer an industrialist who treated all social problems extremely sympathetically, and who succeeded, above all, in establishing and maintaining relationships of mutual confidence between the Association he led and the various trade unions in the critical situations which arose not infrequently during the years of inflation.

He was one of the first in this industrial area to advocate energetically the settlement of labor disputes on a basis of equality.

High tribute has at all times been paid especially by the workers to his acumen in social problems.

Dr. ter Hoer was particularly anxious to prevent Party politics from influencing the activities of the Association. Attempts so to influence the Association were made from time to time in one way or another. Dr. ter Hoer's work for the Association was based on experience gained in his own Uerdingen plant, a plant which is today exemplary for its social welfare institutions, which were built up on the foundations he laid. It was universally regretted when he left the presidential chair, because the well regulated relations which had been established between employers and employees of the chemical industry in the Rhineland before 1933, were rightly considered to be the result of his efforts.

Krefeld-Uerdingen, December 1947.

signed: Fritz Faubel

Document Roll No. 20, 1948.

I herewith certify and witness that the above signature is that of Department Chief Herr Fritz Faubel of 63 Kaldenhausenerstr., Krefeld-Uerdingen, who is personally known to me, and that it was appended before me, Hermann Paltzer, Notary for the area of the Higher District Court of Appeal Duesseldorf, Krefeld Uerdingen Office, on 9 January 1948.

Document for Hear No. 10
Exhibit No.....:

Krefeld-Urdingen, 9 January 1948

(seal)

signed: Paltzer, Notary

Costs.

Value: 3000 RM

Fees arts. 144, 20, 39 RM 4.--

Turnover tax RM 0.12

Total: RM 4.12

Notary: signed Paltzer

* * * * *

This is to certify that the above is a true and accurate copy
of the original document.

Nuernberg, 25 January 1948

signed: Karl Bornemann
Defense Counsel
Tribunal No. VI

Affidavit

I, Annemarie Finkelstein-Bruns, of 24 Friedrich-Ebert-Strasse, Krefeld, a German subject, having been duly advised that I shall render myself liable to punishment by making a false statement, herewith depose on oath that my statement is true and that it was made voluntarily and without coercion to be submitted in evidence to Military Tribunal No. VI, Palace of Justice, Nurnberg.

My late husband, Dr. Hans Finkelstein, a so-called "Non-Aryan", did away with himself in 1938 because of the Nazi methods which were used against him. For 25 years he was the head of the scientific laboratory of the I.G. at Urdingen in which capacity he was constantly in touch with Dr. ter Meer. He always found Dr. ter Meer very cooperative and thought very highly of him. There was no change in their cordial relations after 1933, on the contrary, Dr. ter Meer considered it his duty to shield my husband. When my husband asked Dr. ter Meer about 1935 whether he thought it advisable for him to resign from his post, Dr. ter Meer said: "You'll stay. If there is the slightest trouble, let me know, and I'll help you. If necessary, I'll get you a job in one of the factories we are associated with, or some other suitable job in U.S.A." This interview gave my husband a sense of security for some time

and reassured the more timorous among the employees of the I.G. who now had the feeling - as Dr. ter Moor's attitude was common knowledge - that Dr. ter Moor would shoulder the responsibility in this case. Thus my husband had no difficulty in retaining his position until the Summer of 1938, when he decided at last because of increasing difficulties to resign from his post, even Dr. ter Moor was no longer in a position to do anything for him. But it is to Dr. ter Moor's credit that by protecting my husband he took a risk which might have cost him his position. The fact that he did not advise my husband in time during the last years of his life to leave Europe shows that Dr. ter Moor was completely ignorant even in 1937 and 1938 of the criminal plans of the Party and had no idea how things would develop. In 1937 and 1938 more than at any other time my husband came back from all I.G. conferences with the reassuring impression that apart from a few exceptions the attitude of the directors of the I.G. towards the ideologies of the Party was frankly unsympathetic. He said that especially about Dr. ter Moor. I should like to emphasize these remarks of my husband's. I should be very happy if my statements would help to clear Dr. ter Moor of unjust allegations, and if I could, by making these statements, repay a debt of gratitude for his brave and humane attitude towards my husband.

Krefeld, 31 December 1947.

signed: Annemarie Finkelstein née
Bruns

Document ter Hoer No. 11
Exhibit No.....

This is to certify that the above signature on the
previous page is that of Frau Ann Marie Finkelstein n^o Bruns,
of 24 Friedrich-Ebert-Strasse, Krefeld.

Krefeld, 31 December 1947.

(L.S.) signed: Haarbock, Notary.

This is to certify that the above is a true copy of the
original, which was submitted to me as such this day.

Krefeld, 31 December 1947.

(L.S.) signed: Haarbock, Notary.

* * * * *

This is to certify that the above is a true and accurate
copy of the original document.

Nuremberg, 25 January 1948.

signed: Karl Bornemann
(Karl Bornemann)
Defense Counsel, Tribunal No. VI

A f f i d a v i t .

I, Dr. Oskar L e c h e r , of 3 Kaiser Wilhelm Allee, I.G. plant Leverkusen, a German subject, having been duly advised that I shall render myself liable to punishment by making a false statement, herewith depose on oath that my statement is true, and that it was made voluntarily and without coercion to be submitted in evidence to Military Tribunal No. VI, Palace of Justice, Nuernberg, Germany.

In October 1923 I joined the Urdingen plant of the Chemische Fabriken vorm. Weiler-ter-Moor (later I.G. Farbenindustrie Aktiengesellschaft) as an academic chemist. For several years I was engaged in research. Then I worked on patents and was eventually put in charge of the patent department of the Urdingen plant. In October 1929 I was sent to the U.S. for further training on the advice of Dr. F. ter Meer. There I continued for a while to work on patents; from the Spring of 1930 onward I studied factory management and administration at the General Aniline Werke, Inc., New York. In October 1930 I returned to Germany and was made Dr. ter Meer's assistant at Leverkusen, to take over from him amongst other things work on matters connected with America. When Dr. ter Meer moved to Frankfurt/Main I was transferred there too, in the Summer of 1933, and became assistant

manager of the Central Technical Office of the I.G. Farbenindustrie (TEA office), for which Dr. ter Meer was responsible in his capacity as chairman of the technical committee of the I.G. (Tee). There I worked for Dr. ter Meer until 1940 on matters connected with production abroad, and negotiations on licenses and contracts with firms abroad. From 1941 to 1945 a number of affiliated companies of the I.G. Farbenindustrie both at home and abroad were in my charge as far as technical matters were concerned. In 1938 I was appointed Procurist of the I.G. Farbenindustrie. From April 1938 to the outbreak of war in Europe I was director of the Trafford Chemical Company, Manchester, a dyestuffs factory which had been founded jointly by the Imperial Chemical Industries and I.G. Practically all the matters in which I worked were connected with subjects within the scope of the organization of the I.G. Farbenindustrie which were under Dr. ter Meer's personal supervision or in which the final decision rested with him.

I have known Dr. ter Meer for more than 20 years and was in constant - often daily - touch with him in the course of business from the autumn of 1930 to the autumn of 1943. I accompanied him on many business trips - including trips abroad - and took part with him in a large number of business conferences, especially in those with foreign business partners. Because I worked together with Dr. ter Meer for many years I am therefore in a position to say something about his personal attitude in many things. In my eyes Dr. ter Meer has always been an industrialist of the best type. Absolutely matter of fact and unprejudiced, he never made hasty or biased decisions, but

formed his opinion, and made his decision, only when he had carefully weighed all the arguments for and against. His actions were dictated by the postulates of absolute fairness, and he was often asked for advice and decision in difficult situations, because everybody concerned was convinced, that his suggestion would offer a fair solution of the problem concerned. Dr. ter Meer moreover displayed very great sympathy for the problems of his fellow men; there are not a few of his assistants and subordinates whom he assisted effectually without making a noise about it.

Dr. ter Meer's main interest lay in his business activity; he accomplished his aim by creating something new in the fields of work entrusted to him by means of sober energetic and constructive work, and by achieving the greatest possible economic profit, in order to minister to the prosperity of the largest possible number. As far as I know he always kept away from politics. By dint of character and attitude he was opposed to all extremism in politics; to National Socialism and National Socialist tendencies he was particularly violently opposed. Dr. ter Meer viewed with profound apprehension political developments in Germany after 1933, and especially the policy of discriminating against, and outlawing, individual groups of the German people; and he expressed his disapproval in the strongest possible terms. Whenever possible he made himself conspicuous by his absence from meetings of the NSDAP, D.F., and other National Socialist organizations, because he did not want to have any dealings with these "people"; an attitude for which he was often severely criticised. When appointing or promoting people to important positions

in Sparta II he never asked them whether they were members of the Party, but was guided merely by the qualifications and the achievements of the persons concerned.

It was from the profound sense of justice which dominated the thoughts and actions of Dr. ter Meer, that he endeavored to assist to the best of his ability those who suffered under National Socialist persecution.

I can still remember the following incidents:

- 1) Dr. Richard May, the former director of the intermediate products department of the dyestuffs factory at Wolfen, was subjected from 1934 onward to ever increasing discrimination on the part of the Party authorities because he was a Jew. Dr. ter Meer supported him in every possible way, and earmarked him in 1935 in the face of all opposition for the position of chairman of the intermediate products committee (Zetkr, one of the most important technical committees of I.G.). When local opposition made it impossible for Dr. May to remain in the dyestuffs factory at Wolfen, Dr. ter Meer sent him to East Asia for a considerable period of time for purposes of study at the expense of the I.G. without terminating his contract with I.G. At the end of 1938 Dr. May was forced to leave Germany for good and to settle down in England. Dr. ter Meer succeeded - partly by means of personal negotiations - in obtaining a foreign currency permit so that a certain sum could be paid to Dr. May regularly in £s sterling.
- 2) Dr. Paul Nawiasky, a Jewish chemist at the Ludwigshafen plant, wished to emigrate from Germany in 1936. In spite of the fact that Dr. Nawiasky was one of the leading German scientists in the field of dyestuffs chemistry, Dr. ter Meer used his influence as member

of the Board of Directors of the General Aniline Works, Inc., New York, in order to get Dr. Nawiasky a similar position with that firm. When difficulties arose with regard to the exit permit, he succeeded, by means of a reassuring statement on the relations between I.G. and the General Aniline Works, which we drew up together and which was handed to the Reichssicherheitshauptamt or rather to its predecessor in Berlin, in obtaining an exit permit for Dr. Nawiasky who was allowed to take his movable property to the USA with him. Dr. ter Meer moreover actively assisted Dr. Nawiasky^{to} emigrate (e.g. by charging expenses to I.G.). Dr. Nawiasky is now chief chemist of the dyestuffs department of the General Aniline & Film Corporation in their Grasselli (N.J.) plant.

3) Similarly Dr. ter Meer persuaded the Board of the General Aniline Works in 1937 to employ Dr. Ludwig Richter, a chemist who was working in the Leverkusen plant at the time and who had a Jewish wife. He assisted him and his family in every possible way to emigrate. Dr. Richter too is still in the services of General Aniline & Film Corporation.

4) In 1937 Dr. ter Meer arranged a visit to the USA for Professor Dr. Robert Wisinger, Bonn, who was considered politically unsound, in order to enable him to look about for a chair abroad. In particular he saw to it that the trip did not cost Dr. Wisinger anything; expenses were borne partly by the I.G. Farbenindustrie and partly by the General Aniline

Works. In spite of the fact that Dr. Wixinger had undertaken to work for General Aniline Works, amongst others, in the USA, Dr. ter Meer raised no objections to the termination of such assistance, when Dr. Wixinger decided to go to Switzerland. Prof. Dr. Wixinger is working at Zurich University at the moment.

5) At the beginning of 1939 Dr. ter Meer asked me as Director of the Trafford Chemical Company, Manchester, to put into a leading position with the Trafford Chemical Co., Dr. Robert Berliner, a chemist who was then working in the Leverkusen plant and who was considered as 50% Jewish in accordance with the national socialist racial laws. Dr. Berliner stayed with that firm in England until the outbreak of war; he then returned to Leverkusen and worked in Leverkusen even during the war in spite of all difficulties. At the moment he occupies a leading position in the Leverkusen plant.

Leverkusen, 21 January 1948

signed: Oskar Loehr

(Dr. Oskar Loehr)

Certificate: This is to certify that the above is the signature of Oskar Loehr, of 3 Kaiser Wilhelm Allee, I.G. Plant Leverkusen, and that it was appended before me on 21 January 1948.

Leverkusen, 21 January 1948

signed: Christian H. Tuerck
(Dr. Christian H. Tuerck)
Assistant Defense Counsel

A f f i d a v i t .

I, Dr. Ernst August S t r u s s, born 22 June 1880, at present living in Frankfurt am Main, Gaertnerweg 59, German citizen, herewith declare the following on oath, voluntarily and without coercion, having been duly advised that I shall render myself liable to punishment by making a false statement, and that this affidavit is to be submitted as evidence to the Military Tribunal in Nuremberg:

I have known Dr. Fritz ter Meer since about 1919. Dr. Fritz ter Meer became Chairman of the Technical Committee of the I.G. on 1 January 1933, the so-called TEA (Technischer Ausschuss), after the retirement of Dr. Karl Krokaler. From this time onwards, as Chief of the Office of the Technical Committee, I worked in close contact with Dr. ter Meer.

As was his policy, Dr. ter Meer seldom discussed political questions with me. In any case, he did not enter any group of the NSDAP in 1933, whereas at that time, the majority of the leading men of Grunenburg were joining the National Socialist Motor Corps (NSKK). I think it was in 1937 that Dr. ter Meer spoke to me on his entry into the Party. Dr. ter Meer explained to me that there was a risk that, in the long run, the Party would place persons wholly in sympathy with the Party in the executive posts of I.G. This must be prevented at all costs.

Dr. ter Meer always kept aloof from any active part in the life of the Party. Thus, I never heard of his having participated

Document ter Meer No. 13

Exhibit No.

in the so-called courses of training organized by the Party, or in meetings at the Flassenburg near Bieberg. Even during the war, he refrained from taking part in any official events. (Obviously he could not refuse his assistance in Gau Hessen-Nassau when work which fell within the limited boundaries of his sphere of work was brought to him. Thus he worked for the foundation of the Plastics Institute in Frankfurt requested by the Gauleiter and the Oberbürgermeister, and undertook the planning of this Research Institute dedicated wholly to scientific aims, and the execution of the plans thus drawn up. In this too, he openly opposed the whole-hearted Party supporter, Dr. Georg Kraenzlein, who was Gau Office Chief of the Office of Technology (*Leit fuer Technik*). The following very typical incident throws light on his political and human attitude: We were together in Hannover in the autumn of 1938 on the day on which all synagogues were destroyed and excesses perpetrated against Jews. The lift-boy in the hotel described the scenes of destruction to us, a description which was not confirmed by what I saw on traveling through the town. Even on the return journey to Frankfurt by automobile, I saw no scenes of destruction and observed no signs of unrest. When I entered Dr. ter Meer's room on the following day, he asked me what I thought of the events of the previous day! As I had heard no further details in the meantime, I made the thoughtless statement that it had not really been so bad. Thereupon, Dr. ter Meer sprang up as he so often did on important occasions

and, pacing up and down, delivered a lengthy lecture on the events taking place in Germany, events which he spoke of as grave, dreadful from the human point of view and the political consequences of which were incalculable.

When Dr. ter Meer was summoned to Italy (Milan) in September 1943, in order to build up, in his capacity as adviser to the staff of Gen. Leyers on the exploitation of the North Italian chemical industry, an organization for the above-mentioned purpose, he himself did not think that he would be there for any length of time. Circumstances led, however, to his remaining in Italy until the end of the war. I explain the fact that he accepted this post, which, by comparison with his former work in the I.G., was very modest, by the fact that he was dissatisfied with the trend of events in Germany, in view of the complete control which official instructions exercised over all happenings. He believed that, in these circumstances, he could do no more good in Germany. When he returned from Italy on a brief visit, he told me that his primary aim was to prevent or restrict, to a minimum the projected demolition of Italian industrial units. It must be clear to everyone, he said, that we should one day be called upon to repay or replace all the material which we were going to destroy. He was, he said, constantly trying to persuade General Leyers to adopt this view, and with good results.

I have carefully read the two pages of this affidavit and confirm the truth of the facts contained therein

Document ter Meer No. 13

Exhibit No.

by appending my signature.

Frankfurt am Main, 5 January 1948

Signed: Dr. Ernst A. Struss
(Dr. Ernst A. Struss)

The above signature, known to me to be that of Dr. Ernst A. Struss, at present living in Frankfurt am Main, Gaertnerweg 59, was appended in my presence on 5 January 1948, and is herewith attested and witnessed by me.

Frankfurt am Main, 5 January 1948

Signed: Dr. Erich Berndt
(Defense Counsel in Case VI,
Military Tribunal, Nuremberg)

A f f i d a v i t .

I, Peter L a m e t h , at present living in Frankfurt am Main, Marbachweg 311, have been duly advised that I shall render myself liable to punishment by making a false statement. I herewith declare on oath that my statement is true and was made voluntarily and without coercion, in order to be submitted as evidence to Military Tribunal VI, Palace of Justice, Nuremberg, Germany.

I have known Dr. ter Meer for more than 2 years, and have come into contact with him constantly since his removal from Uerdingen to Leverkusen in 1928. I worked for him in Leverkusen as early as the period from 1928 - 1931 and when, coming from Leverkusen to Frankfurt in 1933, he had taken over the management of the Technical Committee, I again worked constantly in close contact with Dr. ter Meer, having been transferred to Frankfurt in June 1931, as Chief of the Office of the Technical Committee. In my capacity as Office Chief, almost all Dr. ter Meer's incoming mail passed through my hands. In this way, I gained knowledge of many events connected with his work and his private affairs.

Dr. ter Meer resolutely refused to support National Socialism, and frequently voiced his refusal, particularly after the Jewish pogroms in November 1938, in no uncertain terms. As far as it was possible, he was consistently conspicuous by his absence from all NSDAP meetings, and should any meetings connected with his work be arranged by the NSDAP, Dr. ter Meer would frequently disappear from the office

just before the meeting was due to take place. He very seldom wore any Party insignia, and should the wearing of insignia be necessary on any occasion, for example, should he be called upon to conduct discussions with Party offices, he would borrow the Party badge through me from one of my office staff.

Moreover, no picture of Hitler or of any other Party member ever hung in his office, a practice which was widespread since the Party authorities attached great importance to it. In his own words, he wanted to be and to remain "a free industrialist" and frequently rebelled with considerable energy against the increasing interference of Party and State in matters connected with industry and with the private lives of the people.

Frankfurt am Main, 20 January 1948

signed: Peter Lemoth

I herewith officially certify the above signature of Herr Peter Lemoth, at present living in Frankfurt am Main, Harbachweg 311.

Frankfurt am Main, 20 January 1948

signed: Dr. Erich Berndt
(Dr. Erich Berndt)
Notary

PROF. DR. OTTO HAHN

(20b) GOETTINGEN, 23 December
1947
Bunsenstrasse 10

- Affidavit -

I, Prof. Dr. Otto Hahn, Goettingen, President of the Kaiser-Wilhelm-Gesellschaft, German citizen, have been duly advised that I shall render myself liable to punishment by making a false affidavit.

I herewith declare on oath that my statement is true, was given voluntarily and without coercion and was made in order to be submitted as evidence to Military Tribunal VI, Palace of Justice, Nuernberg, Germany.

I knew Dr. Fritz ter Meer for a fairly long time as one of the "coming" young men of the I.G. We came into closer contact with each other when he became Chairman of the "Emil-Fischer-Gesellschaft" the principal purpose of which was to finance the Kaiser-Wilhelm-Institute for Chemistry. During the last years before the collapse, the sum put at the disposal of my Institute amounted to more than RM 200,000 per year, of which the greater part was provided by the I.G. One could conclude from this that the Institute was under an obligation to grant to the I.G. certain concessions in the form of work on questions submitted for consideration by the I.G. etc. This was not the case. We never received work from the I.G., and particularly not work which had an important bearing on the war effort.

The Emil-Fischer-Gesellschaft gave me,

my colleague Professor Lise Meitner and our staff a completely free hand as far as our research work was concerned. It was this alone which made it possible for my colleague Dr. Strassmann to remain with me, although he had flatly refused to join the NSDAP or any of its branch organizations, thus being precluded from taking a chair at a university. Even the discovery of the "splitting of uranium" by Dr. Strassmann and myself brought about no change in Dr. ter Meer's attitude or that of the I.G. It was therefore possible for us to publish as the results of purely scientific research details of the work on the fragments resulting from the splitting of uranium, upon which we were engaged.

Neither Dr. ter Meer nor any other member of the I.G. ever raised any objection to this practice, or sought to make us direct our work into other channels which would have some bearing on the conduct of the war.

When, at the end of 1939 or the beginning of 1940, I summoned Professor Josef Mattauch to the Institute, as successor to Professor Meitner who had emigrated to Stockholm, because he had no prospects in Vienna, since he was an opponent of the Regime, I gave Herr Mattauch a flat in the Director's House of my Institute. Shortly afterwards, Professor Mattauch was to vacate the flat, in order to make it available for a "deserving Nazi of long-standing". In the sharp disputes arising out of this situation with an influential personality and the Ministry of Culture, Dr. ter Meer and Professor Heisenberg of the I.G. intervened on our side, with the result that we succeeded in keeping the flat

for the anti-National Socialist Mattauch.

Goettingen, 23 December 1947

signed: Otto Hahn

No. 640 of the Document Register for 1947

The above signature, known to me to be that of Professor
Dr. Otto Hahn, at present living in Goettingen, Bunsenstrasse
10, was appended in my presence in Goettingen on 23 December
1947, and is herewith attested and witnessed by me.

Goettingen, 23 December 1947

signed: Dr. H. Bayer

Notary (L.S.)

Charges: Value 3,000.— RM

Fee, Art. 1A, 25, 30 Reich Fee Regulation and Turnover
Tax, 4,12 RM.

signed: Dr. H. Bayer

Notary

I herewith certify that the above is a true and correct
copy of the original.

Nuernberg, 26 January 1948

signed: Karl Bornemann
(Karl Bornemann)
Defense Counsel,
Military Tribunal VI

Affidavit

I, Dr. Martius, at present living in Berlin-Milkenhof,
Landauer Strasse 4, German citizen, have been duly advised that
I shall render myself liable to punishment by making a false
affidavit.

I herewith declare on oath that my statement is true, and
was made voluntarily and without coercion in order to be sub-
mitted as evidence to Military Tribunal VI, Palace of Justice,
Nurnberg, Germany.

For 33 years I have been a member and for more than 25 years,
business manager of the Professional Association of Chemists
(Berufsgenossenschaft der chemischen Industrie). The Professional
Associations in Berlin have been suspended by order of the
Magistrate of the city of Berlin, but continue to be active in
the western zones. I have now been appointed trustee for Berlin
of the Professional Association of Chemists and of several
other Professional Associations, by the Magistrate.

I got to know Dr. Fritz von Meer many years ago in the course
of my professional activities, and, with the passage of years,
have learned to value him more and more. In 1939, Dr. von Meer
was appointed honorary chief of the Professional Association
of Chemists by the Aufsicht authorities of the Professional
Associations, the then Reich Assurance Office. From the very be-
ginning of his period of office, he turned with great interest
to the tasks of the Professional Association, and devoted him-
self with a specially warm heart to the people employed in the
chemical industry and who were under the care of the Association.
He dedicated himself selflessly to his tasks with a strong sense
of duty

and always worked in the cause of the employees of the Association. He enjoyed the great and unqualified esteem of all members of the chemical industry.

In the course of his honorary activity connections between Dr. ter Meer and my family and myself became increasingly close. We discussed politics on various occasions. He told us once that he had joined the Party with extreme reluctance at the instance of the Party authorities in Frankfurt/Main. But we had formed the conviction from several perfectly frank discussions that in reality he was hostile to National Socialism. He was opposed to every one of the aims of the "movement". He felt particularly indignant about racial discrimination and the persecution of the Jews. To judge from his actions and from the opinions which he voiced as freely as it was possible to do at that time there could be no doubt that such was his attitude.

In conclusion I should like to say that we always held Dr. ter Meer in high esteem because of his high moral character, and because of his honest and sincere manner. He was honest and sincere in every respect, and always ready to help, in short, a man whom it was impossible not to respect.

Berlin, 29 December 1947

signed: Dr. Hartius

Document ter Heer No. 16
Exhibit No.....

The above signature, known to me to be that of Dr. Hartius,
of 4 Landsuer Strasse, Berlin-Wilmersdorf, was appended
before me, Dr. Gerhard Schmidt, solicitor and notary, of 25,
Rauchstr., Berlin W 35, on 31 December 1947, and is herewith
attested and witnessed by me.

Berlin, 31 December 1947

(No. 272 of the document roll for 1947)

L.S.

signed: (L.S.) Dr. Gerhard Schmidt
Notary at Berlin
Kammergericht area

A F F I D A V I T .

I, Hermann SCHLOSSER, born on 6 October 1889 at Giessen, domiciled at Hof (farm) Eich near Gelnhausen, - after having been warned that I shall be liable to punishment for making a false statement and told that this statement is to be submitted as evidence to the American Military Tribunal in Nuernberg for the I.G. case, - herewith declare the following upon oath of my own free will and without coercion:

1.) During the summer of 1942 President Kehrl was ordered to reorganize the Economic Group under the motto "Self-administration of the Industrial Economy". As a result of a list of suggestions which, as I was told afterwards, originated from Dr. Ungewitter, a committee was formed for this purpose within the Economic Group Chemical Industry, whose representatives were to constitute a kind of cross-section of the Chemical Industry, with especial emphasis on the small and medium-sized firms. Among others, Herr Dr. ter Meer, Dipl. Ing. Doerr, and the undersigned were members of this committee.

2.) On 30 January 1943 an order was issued by President Kehrl for establishing presidiums or executive boards (Vorstaende) within the groups of the Industrial Economy organization. About the same time the undersigned received an order to form such a board for the Economic Group Chemical Industry. This board met for the first time on 18 March 1943 in Berlin and consisted of the following persons:

Schlosser, ter Meer, Dipl. Ing. Doerr, L.H. Klaftinger, Dr. M. Kooppen, Prof. Dr. Martin, Dr. Ing. Ranstetter, Dr. H. Richter, and Dr. Claus Ungewitter as chief business manager.

At this first meeting Dr. ter Meer was appointed deputy chairman of the board.

3.) Subsequently a Technical Committee was formed to which belonged only the technicians of the board, viz. Dipl. Ing. Doerr as chairman and Dr. ter Meer as deputy.

4.) For almost the whole of the year 1943 the board had primarily and practically exclusively to deal with the task set them viz. the organization of the Economic Group, initiating new industrial groups, industrial sections, and industrial fields. In the course of this work three collective groups were formed and afterwards the Collective Group Inorganics were handed over to Dr. ter Meer. He offered considerable resistance against taking charge of these tasks, and in fact never held this office, since -as far as I remember it was in the autumn of 1943- he was called to Italy.

5.) Later on in the course of the reorganization of the board - as far as I remember not until the end of 1943 - a geographical subdivision was made, and for each Gauwirtschaftskammer (Regional Economy Chamber) area a chief was appointed. Dr. ter Meer was selected for this position for the area of the Chamber at Frankfurt on Main. He was, however, unable to fill this position on account of his absence in Italy.

6.) Dr. ter Meer's activity in the Economic Group Board was confined almost exclusively to preparatory and organizational work for the reorganization of the Economic Group, which, when he had left for Italy in September 1943, was not yet fully accomplished.

After having taken over his new task in Italy, Dr. ter Meer no longer participated in the work of the Economic Group Board in any way whatsoever and also was no longer required by me for any tasks of the Economic Group. Dr. Wurster became his deputy, but since he was overburdened with work, he could devote only very little time to it and participated in very few conferences. He did not become a member of the board.

signed: Hermann SCHLOSSER.

The above signature of Herr Hermann SCHLOSSER, who is known to me in person, is herewith officially certified.

Frankfurt on Main, 28 November 1947.

Notary:

signed: Berndt

L.S.

(Dr. Erich Berndt, Notary)

Stamp
Statement of charges.

I, Joachim P i n t e l m e n n , director of the Kali-Chemie Aktiengesellschaft, domiciled at Sehnde, German citizen, have been warned that I shall be liable to punishment for making a false affidavit.

I declare upon oath that my statements are true, are made voluntarily and without coercion and were made in order to be submitted as evidence to the Military Tribunal No. VI, at the Palace of Justice in Nuremberg, Germany.

Dr. ter Meer was to me an industrialist of the best type. I know from many discussions with him how devotedly attached he was to his firm, whose technical management lay in his hands, and how bound to it he felt by strong ties of family tradition. Dr. ter Meer, as I confirmed from many conversations with him, held views strictly favouring private economy and was from innermost conviction strongly opposed to the principle of State interference in economic activity. He several times remarked to me that, ever since 1933, his efforts had been directed to achieving the very considerable extension of his firm by the firm's own efforts and without subsidies from the State, in order from the very beginning to avoid any kind of dependence.

on the State administration. I also know from frequent remarks by him that he was fully convinced that the German economy could live and develop only in close co-operation of a private economic nature with the economy of the rest of the world. He, therefore, entirely rejected the idea of economic self-sufficiency.

I have seldom met people who were so painfully conscientious in the carrying out of any agreement with others as Dr. ter Meer. At the same time, he was always of the opinion that prospective agreements must be so arranged as to be just to both sides, because only in this way could lasting success be achieved. This principle was also always maintained by him during his activity in Italy, regardless of the fact that voices were often raised against him from quarters which saw in it too generous a treatment of the Italian parties. In his professional activity in Italy, he always tried to find ways of carrying out the measures demanded of him which would also take into account the interests of the Italian economy as much as ever possible. So, for instance, he succeeded in having ^{sufficient/} fertilizer left to Italian agriculture, in spite of strong opposition by the German Economy Control Agencies (Wirtschaftlenkungsstellen), and notwithstanding the fact that the demands on synthetic nitrogen were just then exceedingly high on the German side and the fulfilment of these requirements was very rigorously demanded.

When - I believe it was during the second half of 1944 - Berlin demanded that the platinum stocks of the Italian industry, especially of the chemical industry, should be brought for security to Germany, Dr. ter Meer vigorously opposed this and succeeded in achieving that most of the stocks should be stored in the so-called "Alpenverland" i.e. Southern Tyrol, thus within the Italian area, the storage taking place on the land of a plant belonging to the Italian chemical industry. Thereby, in fact, practically its whole platinum possession was saved for Italian industry.

All his measures, when he was ordered to prepare the destruction and crippling of the Italian industry within the northern Italian area in the event of the German army's retreat to the southern chains of the Alps, were directed in the same spirit. The other participating German administrative and military agencies demanded the radical destruction of the entire plants or at least of their vital centers. By extraordinarily difficult and strenuous efforts - as I well know - Dr. ter Meer prevented this and forced through his view that eventually an adequate crippling of industry in Northern Italy could be brought about by blocking the power supply from the essential large power plants in the southern chains of the Alps, without local extensive measures of destruction to plants having to be necessary.

If Italian

industry thus was spared arbitrary destruction by German demolition parties, that is entirely owing to Dr. ter Meer. These few examples, which I still distinctly remember, may suffice to give a clear picture of his economic views and his attitude in business.

Politics as such were actually never discussed between us, in consideration of his very exposed position and the spying which, as we know, went on from all sides. In spite of that, it was natural, as a result of our long personal co-operation, to form a picture of the other's way of thinking. I personally have no doubt whatever that Dr. ter Meer was anything but a National Socialist, even although in later years, under pressure and possibly unavoidably on account of his official position, he had to comply with repeated demands that he should join the Party. His whole way of thinking was in diametric opposition to the economic concept of the National Socialist State, as I have already remarked. I am equally convinced, from some few remarks of his, that he considered the war as a madness and a crime and was strongly against it. Here as well, he was fundamentally guided by his entire views on economic affairs, in which he saw the only benefit for the whole ^{of} mankind in the closely interlinked interests of all countries.

and therefore, saw no interruption of this co-operation,
necessarily entailed by war, as harmful and therefore criminal.

Sehnde, 12 January 1948 signed : Joachim Fintelmann
No. 12 of the Document Scroll for 1948

The above signature of the merchant Joachim Fintelmann, domici-
ciled at Sehnde, Hannover, made here before me, Wilhelm Meyer,
Attorney at Law and Notary, on 12 January 1948, and is herewith
certified and attested by me.

Lehrte, 12 January 1948
signed : Wilhelm Meyer
Notary

(Seal)

Statement of charges.

Ordinance relative to charges (Verrechnungs-Ordnung) of 30 Sept. 1946

| | |
|--------------------|----------------|
| Fee as per Par. 39 | RM 3.— |
| Turnover-tax | " -.10 |
| Postage | " -.24 |
| | <u>RM 3.34</u> |

signed : Wilhelm Meyer
Notary

AFFIDAVIT.

I, Dr. Berthold SCHMELL, domiciled at Ludwigshafen on Rhein, Wechlerstrasse 23, German citizen, have been warned that I shall be liable to punishment for making a false affidavit.

I declare upon oath that my statements are true, are made voluntarily and without coercion and were made in order to be submitted as evidence to the Military Tribunal No. VI in Nuernberg, at the Palace of Justice, Germany.

From 1 June 1938 until the outbreak of war I was working in the office of the TEA (Technischer Ausschuss - Technical Committee) of the I.G. Farben Industrie in Frankfurt on Main. From this time I specifically remember the following incident,

On a certain day which I cannot remember exactly to-day, community radio reception was ordered for the entire personnel of the administrative building (Hochhaus). The subject was the long speech by Hitler on foreign policy, in which he dealt with Roosevelt's interference in European politics in extraordinarily strong terms. His speech was interspersed with unusually severe personal attacks on the President of the United States and he repeatedly and in a vulgar manner tried to make his political opponent seem despicable and ridiculous. This speech was enthusiastically received by many members of the audience, who were obviously insensible to the impropriety of these methods in politics and probably also of the gravity of this event, and they expressed their appreciation by frequent applause.

During this meeting I repeatedly observed Dr. ter Moor: His attitude and the expression of his face unmistakably

betrayed icy disapproval. At one passage of the speech, which met with particularly strong applause from numerous listeners, Dr. ter Meer made a distinctly noticeable motion of his head, expressing indignation. I remember this observation so well primarily because it made a deep impression upon me at the time and caused me to ponder the matter, for I hold Dr. ter Meer's judgment in very high esteem since I frequently had an opportunity to admire his clear definitions, conclusions, and decisions, and it did not fail to influence the forming of my own judgment.

Ludwigshafen on Rhine, 22 December 1947.

signed: Dr. Berthold SCHNELL

I herewith certify that the signature of Dr. Berthold Schnell, domiciled at Ludwigshafen on Rhine, Wechlerstrasse 23, on the reverse side of this document, was made before me, Dr. Wolfgang Alt, Assistant Defense Counsel, domiciled at Ludwigshafen on Rhine, Bunsenstrasse 4.

Ludwigshafen on Rhine, 22 December 1947.

signed: Dr. Wolfgang Alt
Assistant Defense Counsel

I herewith certify that the above document is a true and correct copy.

Munsterberg, 26 January 1948

signed: Karl Bornemann
(Karl Bornemann)

Defense Counsel
at the Tribunal No. VI

(22a) Erefeld-Uerdingen
14 January 1946 (P.O.B. 35)

Protestant Community

Uerdingen

Telephone: 4 03 01

Diary No. 16

To the

Military Tribunal No. VI,
Palace of Justice, Suerberg, through:
Attorney-at-Law Dr. E. BERDT
13 a Suerberg
Gertrudstrasse 5

Having heard that Dr. Fritz ter MEER is being tried before the Military Tribunal VI in the Palace of Justice in Suerberg, the Presbytery of the Protestant Community of Uerdingen, being the responsible representative of 5,700 Protestants, considers it its duty to make the following statement, to which the seal of the Church has been affixed:

Dr. Fritz ter MEER has been known to the Protestant community of Uerdingen since his youth as a man of faultless character, deeply rooted in the Christian belief. He always remained true to the spirit of his parents, Gabriel ter MEER and his wife Minna, born KOE-LE, whose names are known as benefactors and sponsors of the Christian way of life. It is in fulfillment of a duty of gratitude, imposed by God, that the Presbytery of the Protestant Community of Uerdingen submits to the Military Tribunal the record of the great services rendered by the House of ter MEER in connection with the foundation and expansion of the Protestant Community of Uerdingen, with the earnest request that they take this into kind consideration. For many years, regular money remittances and donations were made to the Church, such as Holy Communion plates, baptismal bowls, chandeliers and paint for the restoration of the church. Dr. Fritz ter MEER availed himself of every opportunity to express his love and faith in the Christian belief by financial support, even after he had left Uerdingen.

It may be taken for granted that Christian teachings represent the strongest bulwark against racial mania and national-socialist ideology. In this connection, it must not be overlooked that Dr. Fritz ter MEER, irrespective of whether he was a Party member or not, ranks amongst those men who did their part in overcoming these conditions.

The Presbytery of the Protestant Community of Uerdingen trusts that the above references will not remain unheeded and will prove a blessing to the man for whose sake they are here recorded.

(Stamp) Protestant Community of Uerdingen
18 February 1945

The Presbytery of the Protestant
Community of Uerdingen:

signed: SCULTEN
(SCULTEN, chairman of the Church Council)

signed: KLEIN
(KLEIN, Presbyter)

signed: HASHEIDER, Minister
(HASHEIDER, Minister)

signed: HERMANS
(HERMANS, Presbyter)

signed: CARUS, Presbyter
(CARUS, Presbyter)

signed: SCHAEFER
(SCHAEFER, Presbyter)

signed: KUERT
(KUERT, Presbyter)

signed: Dr. Otto FRANK
(Dr. Otto FRANK, Presbyter)

signed: JANSEN, Presbyter
(JANSEN, Presbyter)

Affidavit

I, Eduard M O S E R , Protestant minister, residing at Kronberg, Taunus, W. Born-Strasse 1, German national, have had my attention called to the fact that I shall render myself liable to punishment for making a false affidavit. I declare on oath that my statement is true and was made voluntarily and without coercion in order to be produced in evidence at the Military Tribunal No. VI at the Palace of Justice, Saarberg, Germany.

I have known Dr. Friedrich ter M E E H since 1935. He did not leave the Protestant church and always fulfilled his obligations towards the church.

In 1941, I performed the marriage ceremony for his daughter Lotte; in 1943, I baptized his grandson; in 1937, I performed the funeral services for his son, and in 1939 for his daughter, who had been married in Sweden, and also, in 1944, for his son-in-law, who was killed in action.

Herr ter MEER never went in for politics and it was a matter of course for him to request the services of the Church in connection with all these events.

Kronberg, 30 January 1948

signed: E. MOSEK, Minister

I hereby certify and confirm the above signature of Herr Eduard MOSEK, minister, residing at Kronberg (Taunus) which was affixed before me on 30 January 1948.

Kronberg, 30 January 1948

The Bürgermeister as
Local Police Officer
i. e., SPIES, Administrative
Assistant

(i. e.)

Bill Stamp: 50 Rpf.

Affidavit

I, Ludwig BOEDICKER, residing at Kronberg in Taunus, Burgerstrasse, German citizen, after having been warned that I shall render myself liable to punishment for making a false statement and that this statement will be produced in evidence before the Murnberg Military Tribunal, declare under oath as follows:

I was formerly the deputy Ortsgruppenleiter of the Ortsgruppe Kronberg in Taunus. Herr Dr. Fritz ter MEER was a member of the NSDAP from 1937. I hereby declare that he never held any office in the Ortsgruppe, that he never went in for any politics within the Ortsgruppe and that he never attended any Party meetings.

I hereby certify the correctness of the above statement by the affixation of my signature.

signed: Ludwig BOEDICKER

Kronberg/Taunus, 3 January 1948

I hereby officially certify the above signature of Herr Ludwig BOEDICKER, residing at Kronberg in Taunus, Burgerstrasse.
Kronberg, 3 January

signed: ERICH
(Dr. Erich ERICH)
Notary

Affidavit

I, Dr. Louis Leisler K I E P, residing at Koenigsteinerstrasse 7, Kronberg in Taunus, born on 10 January 1884 at Glasgow, Scotland, as British subject, of German citizenship, after having been warned that I shall render myself liable to punishment for making a false statement and having been told that this statement will be produced in evidence before the Nuernberg Military Tribunal, declare under oath as follows:

I have known Dr. Fritz ter MEER, residing in Kronberg/Taunus, Koenigsteinerstrasse 15, since the time of his residence there, i.e. approximately for ten years.

Being close neighbors, we met rather often. From our numerous conversations I ascertained that Dr. ter MEER resented and despised any kind of blind obedience, (Kadavergohorsam) being a pronounced independent and self-confident personality.

Dr. ter MEER often made derogatory and deparaging remarks about "party favoritism" (Parteiwirtschaft).

I know with certainty that Dr. Fritz ter MEER was never engaged in politics in Kronberg.

I cannot remember ever having seen him wearing the Party badge.

I hereby certify by my signature that the above is the pure truth.

signed: Louis Leisler K I E P

Kronberg/Taunus
2 January 1948

I hereby certify and confirm that the above signature,
of Dr. Louis Laisler KIEP, Kronberg/Taunus, Koenigsteinerstrasse
7, acknowledged by me, was affixed before me, Attorney-at-Law
and Notary Dr. Erich BERNDT, of Kronberg/Taunus, on 2 January
1948.

Kronberg, Taunus, 2 January 1948

signed: BERNDT
(Dr. Erich BERNDT)
Notary

l.s.

Affidavit

I, Dr. Ernst August STRUSS, born on 23 June 1890, residing in Frankfurt/Main, Geertnerweg 59, German citizen, after having had my attention called to the facts that I shall render myself liable to punishment for making a false statement and that this affidavit is to be produced in evidence before the Military Tribunal in Nürnberg, hereby declare on oath, voluntarily and without coercion, as follows:

According to my knowledge Dr. ter MEER was never engaged in politics in a National-Socialist sense.

Frankfurt/Main,
12 January 1948

signed: Dr. Ernst STRUSS
(Dr. Ernst STRUSS)

I hereby certify and confirm that the above signature of Dr. Ernst STRUSS, residing in Frankfurt/Main, Geertnerweg 59, acknowledged by me, was affixed before me on 12 January 1948.

Frankfurt/Main,
12 January 1948

signed: -- BEQUÉ --

Defense Counsel in Case VI
before the Military Tribunal,
Nürnberg.

I, Wilhelm R A S M U S S E N, residing in Kronberg im Taunus, after having been warned that I render myself liable to punishment for making a false statement and that this affidavit will be produced in evidence before the Military Tribunal in Nurnberg, hereby declare on oath, as follows:

From November 1936 till the end of May 1945 I was employed by Dr. Fritz MEER as gardener. I was never a member of the Party, and can say the same of all other employees of the house. Though Dr. Fritz MEER himself was a Party member, he was in my opinion a poor Party member, for no Swastika flag was ever hoisted on his house, not even on high national holidays. Dr. MEER never attempted to win me over to the Party, nor did he ever request me to join the Party. It was not customary in his house to greet each other with Heil Hitler.

I certify that above statement is true and confirm this by my signature.

signed: Wilhelm RASMUSSEN.

Kronberg im Taunus, 5 January 1948

I hereby officially certify the above signature of Herr Wilhelm RASMUSSEN, residing in Kronberg im Taunus, Gunitastrasse 35.

Kronberg, 5 January 1948

signed: BEHNDT
(Dr. Erich BEHNDT)
Notary

At the request of Frau ter MEER, I, Philipp E I F F E R T, residing in Kronberg, Taunus, Frankfurterstrasse 15, after having been warned that I render myself liable to punishment for making a false statement and that this affidavit will be produced before the Military Tribunal in Nurnberg, hereby declare on oath, as follows:

Approximately in 1944, I witnessed the Postmaster MEYREISS collecting a Party contribution from Frau ter MEER, the wife of Dr. Fritz ter MEER, in Kronberg, Taunus. MEYREISS was dissatisfied with the amount contributed by Frau ter MEER and remarked it was far too small. In the course of the ensuing dispute, MEYREISS used violent language against Frau ter MEER.

I certify that above statement is true and confirm this by my signature.

Kronberg (Taunus), 10 January 1948

signed: Philipp EIFFERT

I hereby officially certify the above signature of Herr Philipp EIFFERT, residing in Kronberg (Taunus), Frankfurterstrasse 15.

Kronberg, 10 January 1948

signed: BERNDT
(Dr. Erich BERNDT)
Notary

l.e.

Dr. G. KUEPPER,
Attorney-at-Law
Telephonat 73216
Postal Checking Account 12918

Business hours 1500 - 1700 hrs
excluding Saturday
and by special arrangement

Affidavit

I, the undersigned, Dr. Gustav K U E P P E R, Attorney-at-Law and Notary in Frankfurt/Main, Grotzschwarstr. 16, declare hereby that I am fully aware of the significance of an oath and state on oath voluntarily and without any coercion, to the best of my knowledge and belief, as follows:

I have known Dr. Fritz for MEEB since the end of 1923, when I entered the Chemische Fabriken vormals WEILER for MEEB, and of the legal predecessors of the I.G. Farbenindustrie Aktiengesellschaft. I was always in close ^{contact} with him, through the fact that I personally advised him on property matters, and the social relations maintained by our families, both during my activity as legal consultant of the Chemische Fabriken vormals WEILER for MEEB and subsequently as legal consultant of the I.G. Farbenindustrie in Dorningen and, since 1930, in Frankfurt am Main.

Dr. Fritz for MEEB is a man of unusually great knowledge in his special field and particularly talented for economic creation. In all questions handled by him, his decisions were founded on the matter itself and never on persons; the exploitation of personal connections was foreign to him. In dealing with his co-workers and subordinates, his demands were very high. Towards his subordinates he was strict, but absolutely just.

In view of this objective and fair attitude, the ideology of National Socialism was, of course, alien to him. Owing to his many international affiliations, he remained, though a nationalist, free of any exaggerated Socialistic tendencies. Thus I gathered from our numerous business and private conversations that the rearmament of the German Reich was regarded by him as nothing else than a measure of self defense and a strengthening of the national reputation, but not as a means for preparing aggressive war. Only from this point of view, and from his strongly pronounced sense of duty did he consider himself bound to participate within his technical sphere in the planning (such as the Four Year Plan etc.). I do not know that he was in any way a driving force in connection with these plans. On the contrary, I remember, for example, the following: When the Four Year Plan was announced publicly during the Party Rally in Nürnberg in 1936, (?), I was in his office when the afternoon papers reported this incident. Like myself, he was most surprised and thought of the work which would presumably result therefrom for I.G. and for his own department.

The international attitude of Dr. Fritz ter MEER was demonstrated by his preference for technical collaboration with the American Parbon factory entrusted to him in his capacity as consultant and by his admiration for American economic strength and technical

achievements, which he expressed in many conversations.

Dr. Fritz ter MEER was anything but an exponent of a policy in favor of expanding the power of the Firm. I know from many conversations that he was a decisive opponent of all expansion endeavours, unless expansion was urgently required by purely technical development and technical coordination. He was likewise a decisive opponent of any transfer of production to foreign countries by the establishment of plants or by the acquisition of already existing plants, or by participation in such, unless such transfer was necessitated by tariff or similar regulations. During the well-known negotiations concerning the establishment of the Francolor in France, it was he who, from the start, unenergetically opposed the idea of a 51% participation, and he only approved of it after internal considerations had brought about the recognition of the fact that, in view of the stipulations fixed by the contract (French President and French personnel, parity in the Verwaltungsrat), this was the only means of establishing a balance of power.

Dr. Fritz ter MEER, was a pronounced exponent of private enterprise. He strongly resented official and semi-official administrative agencies in the sphere of economy. Thus it came about that, in spite of his high position in economy, he held hardly any honorary official or semi-official positions. As far as I remember he was only (and this rather late) a member of the management of the Economic Group Chemical Industry. In 1943 or 1944 he left

for Upper Italy by order of the Ministry for Armament and War Production, which came as a complete surprise to me. In answer to a question, he once said approximately the following: "There is nothing left for me to do within the scope of the I.G. at a time when outsiders determine how and what is to be produced".

Dr. Fritz ter MEER never endeavored to become a member of the NSDAP. I also specifically remember his saying that some time previously (probably in 1937) he had been approached by the Party and requested to join, and also that he said to me on that occasion approximately the following: "I am ready to join the Party only on condition that I do not have to take part in its idiotic activities". In view of Dr. Fritz ter MEER'S attitude, as described above, it was a matter of course that he would not hold any office whatsoever within the NSDAP nor join any Party formation such as the SA, KKK etc.

Frankfurt, 2 January 1948,

signed: Dr. Gustav KUEPPER
Attorney at Law.

I hereby certify and confirm that the above signature of Dr. Gustav KUEPPER, Frankfurt/Main, Crotzschmarstr. 16, which I acknowledged, was affixed before me, Attorney-at-Law and Notary Dr. Erich BERNDT, Frankfurt/Main, Steinlostr. 11.

Frankfurt on Main, 2 January 1948

signed: BERNDT
(Dr. Erich BERNDT)

Dr. FERDINAND TER MEER
Notary
MILAN Via G. Alberto II,
Telephone: N. 37977

AFFIDAVIT.

I, ERNA WISSE, resident in Milan, Via Veduggio 7,
having been warned that I make myself liable to punishment by
rendering a false statement on oath, hereby declare on oath
that my declaration is in accordance with the truth and was
made in order to be submitted as evidence before the Military
Tribunal in Case No. 6 (I.G. Farben) in the Palace of Justice,
Nuremberg, Germany.

I have known Dr. Fritz ter Meer since 1932 and, from the
middle of 1933 to the middle of 1934, was acting as his secretary
in Frankfurt a.M. I accepted this post with particular pleasure,
because, on account of his character, I so especially esteemed
Dr. ter Meer. He is a "gentleman" through and through, is un-
corruptible, always correct and at the same time personally
unassuming and only anxious not to enjoy any special privileges.
In his business dealings, he was everywhere popular, on account
of his positive objectivity in affairs and his absolute reliabili-
ty. Returning at that time from abroad to a Germany grown
completely strange to me through the revolution of 1933, it
meant, in addition, much to me that Dr. ter Meer stood as aloof
from the Party as I did myself. He fought a daily battle for
his spiritual freedom, stood sharply opposed to many of the
Party's measures, combatted strongly the everywhere encroaching
planned-economy in Germany and in certain moments expressed
himself very candidly against the Party.

When later, from September 1943 to April 1945, I again
worked in

the sphere of Dr. ter Meer, in Italy, I ascertained with satisfaction that he still maintained the same inner resistance and clear aloofness in regard to the Party and carried out his activity in Italy in a spirit of strict private enterprise, always at pains to settle without friction all questions arising with the Italian industrialists concerned. He carried out his task here in Italy as a man with a strong sense of duty, entering on it with just a suitcase in his hand and leaving it just as lightly equipped.

(Signed) ANNA TER MEER

Stamp

Dr. Pietro MAISEN
Notary
Milan - Via G. Alberto, 11
Telephone 2.7977

I hereby certify the signature of Anna TER MEER of Milan, Via Teodosio 7, affixed before me, the signatory having proved her identity by production of Pass No. D-1526 issued by the German Consulate General, Milan, on 12 August 1942.

Milan, 1 September 1947

(Signed) Dr. P. Maisen
Notary

(Seal)

1 bill stamp 5 lire
1 " " 50 "

(Round Stamp)

Seen for legislation of the signature of Dr. Pietro MAISEN, Notary in Codogno, Milan,
Clerk of the Court
(Signature)

* * * * *

It is hereby certified that this is a true and correct copy of the above document.

Herculeberg, 26 January 1948

(Signed) EARL BORNERMANN

Defense Counsel before
Tribunal VI.

Dr. ERNST BOHRINGER

(22) INGELHEIM AM RHEIN
Telephons : Ingelheim 2

I, Dr. Ernst BOHRINGER, born 18 August 1896, in Nieder-Ingelheim a. Rhein, manufacturer in Ingelheim a. Rhein, having been warned that by rendering a false statement I shall make myself ^{liable/} to punishment, and that this affidavit is to be produced as evidence before the Military Court in Nuremberg, hereby declare on oath, of my own free will and without coercion, as follows : -

I have known Dr. Fritz ter Meer for many years. I was in social intercourse with him and his family. During his assignment in Italy, I had particular opportunity of being often together with him and gaining an impression on his general attitude in the personal, economic and political fields.

Mr. Fritz ter Meer comes from an old German industrialist family. His father enjoyed an undisputed regard in economic circles. His education by his father and his many years' activity in his father's factory gave Mr. ter Meer, even later in the great I.G. organisation, their special imprint. At heart, he was always still a representative of the private family undertaking and derived from this fact always a special attitude.

Mr. Fritz ter Meer possesses an independent, self-willed character, which has always held him aloof from the influence of mass psychology. His many years' sojourn abroad in his youth and his long activity

in mature years in the United States laid in him the foundation of a free democratic outlook. I was repeatedly struck by the fairness of his attitude towards the medium undertakings. / power policy was foreign to him. He was convinced that it was the real task of the I.G. to apply itself to technical large-scale syntheses, as this was not accessible to the medium undertakings. He always opposed the exercise of pressure on the consumers of chemicals in large quantities, and especially supported their economic independence. He was completely unassertive. This manner and bearing of his corresponded with his general attitude to the national-socialistic regime. He entered the party only late and, to my knowledge, under pressure from Party agencies. So far as I am informed on the matter, he took over no public offices. As I know from many conversations with him, he observed with horror and anxiety the degeneration and the moral ruin of the State administration. He particularly abhorred the racial theory. Outwardly as well as spiritually, he stood afar from the aims and ideologies of the Party, as was clearly evident from his attitude. Neither did he make any concealment of his inner attitude, but showed it often with complete unconcern.

I have carefully read through this declaration and signed it with my own hand. I declare on oath that it contains the pure truth.

Ingelheim am Rhein, 2 January 1948

(Signed) DR. ERNST BOHRINGER

U.R. No. 6/1948.

The above signature of Dr. Ernst BOHRINGER, industrialist,
of Ingelheim a.Rhein is hereby officially recognised and certi-
fied by me.

Ingelheim, 5 January 1948.

(signed:) GODECKE
Notary

IMPRINT STAMP

Josef Godecke,
Notary of Ingelheim am Rhein.

* * * * *

It is hereby certified that this is a true and correct copy
of the above document.

Nuremberg, 25 January 1948,

(Signed:) KARL BORNEMANN

Defense Counsel
of Tribunal No. VI.

A f f i d a v i t .

I, Dr. Jnr. Paul SPANGENBERG, resident in Orefeld-Urdingen, Burgstrasse 21a, Garmen citizen, have been warned that I make myself liable to punishment if I render a false affidavit.

I declare on oath that my statement is in accordance with the truth and is made of my own free will and without coercion, in order to be laid as evidence before the Military Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

Having entered the Waggonfabrik Urdingen A.G., at the beginning of 1923, as Syndic, I made the acquaintance of Dr. Jnr Meer in the summer of 1923, on the occasion of a conference with his father, the then Chairman of the Aufsichtsrat of the Waggonfabrik Urdingen. The quiet and thoughtful manner in which he addressed himself to the questions under discussion impressed me the more because of its sharp contrast with the impulsive manner of his father. I came more closely into touch with Dr. Jnr Meer when, in 1932, he himself entered the Aufsichtsrat of the Waggonfabrik. The same impression of a well-balanced moderate man, one who on occasions of tension would always take the path of conciliation, was consistently confirmed.

I did not conduct any political conversation with Dr. Jnr Meer. Consequently, I do not know, either, whether he was a member of the NSDAP; I do not remember, however, that he ever wore the Party badge. That he in any case was not blind supporter of National Socialism and kept himself aloof from all presumption,

I remember particularly from a conversation which took place following a meeting of the Aufsichtsrat. At the peak period of outward successes, a member of the Aufsichtsrat expressed himself enthusiastically over Hitler's successes and his far-seeing statesmanship. Dr. ter Meer rejoined somewhat as follows:- "One must admit that Hitler is ready to take risks, but for business^{es} which take risks, there are only two alternatives, either they prosper or they go down." These words, in spite of their joking turn, were so seriously spoken, that there could be no doubt how they were meant. Dr. ter Meer obviously wanted quite definitely to withdraw from any jingo patriotism and any Byzantinism, to utter a warning against arrogance and to exhort to sober reflection. I have often later had occasion to remember these words.

That he had the courage to act in his professional affairs uninfluenced by National-socialistic aims, is proved by the enlargement of the Vorstand of the Wagfabrik Uerdingen in 1942, when, with his decisive co-operation, in addition to the one single Vorstand member who was not a member of the Party, three other non-Party members were appointed as deputy members of the Vorstand, including one who was a recognised Socialist. On the other hand, he quietly but firmly refused the application of a Prokurist who was a member of the NSDAP, to be appointed likewise to the Vorstand.

I myself did not belong either to the NSDAP or to any of its affiliations.

Grefeld-Uerdingen, 30 December 1947.

(Signed:) Dr. Paul SPANGENBERG

Document Roll (U.S.) No. 763 for 1947.

The above signature of the industrialist Dr. juris Paul Spangenberg of Grafeld-Urdingen, has been here affixed before me, Hermann Paltzer, Notary for the Supreme Court (Oberlandesgerichtsbezirk) Duesseldorf, with official office at Grafeld-Urdingen, on 30 December 1947, and is hereby certified and attested by me.

Grafeld-Urdingen, 30 December 1947

(Signed) Paltzer, Notary

(Seal)

Bill of Costs

Valuation 1,00.- RM

Rate of Fees Per. Par. 144, 26, 39 4.-- RM

... ..

Turnover Tax

Total $\frac{-.12 \text{ RM}}{4.12 \text{ RM.}}$

Notary:

(Signed:) Paltzer

(L.S.)

I hereby certify that this is a true and correct copy of the above document :

Nuremberg, 26 January 1948

(Signed:) KARL FÖRNEBANN
(Karl Bornemann)

Defense Counsel before
Tribunal VI

AFFIDAVIT

I, Edmund HOLTZ, President of the Crefeld Chamber of Commerce and Industry, resident in Uerdingen, Wallgarten 13, German citizen, have been warned that if I render a false affidavit, I make myself liable to punishment.

I hereby declare on oath that my statement is in accordance with the truth and is made of my own free will and without compulsion, in order to be produced as evidence before the Military Tribunal No. VI at the Palace of Justice, Nuremberg, Germany.

Dr. Fritz ter Meer has been known to me personally for about forty years and, during the years of his activity in Uerdingen, was in the closest connection with me. We have worked together on the Municipal Council of Uerdingen, to which he belonged as a member of the Democratic Party, and on the Vorstand of the Uerdingen Industrialists' Association. The clear insight, rounded judgment and rich store of knowledge, as well as the energy and prudence which he brought to the solution of the problems put to him, together with his strict sense of justice and his obliging manner in dealing with his fellow-beings earned for him the esteem of all people. His counsel and his co-operation were greatly sought after and respected. I esteemed Dr. ter Meer exceptionally highly for his excellent and human qualities of character, as well as for his high capability as an economist, and greatly regretted his removal to Frankfurt.

Uerdingen, 23 December 1947.

Signed: Edmund Holtz

Document ter leer No. 31

Exh. No.

Document Boll No. 751 for 1947

The above signature of the industrialist Edmund Holtz, President of the Grefeld Chamber of Commerce and Industry, resident in Grefeld-Verdingen, Taligarten 13, is hereby certified.

Grefeld-Verdingen, 23 December 1947

signed: Paltzer

(Seal)

Notary

Bill of Costs.

Valuation 3,000.- R^h.

Scale of Fees Par.Par. 144, 26, 39 4.- R^h.

.....
Turnover Tax -12 "

Total 4.12 R^h.

The Notary:

signed: Paltzer

It is hereby certified that this is a true and correct copy of the above document.

Nuernberg, 26 January 1948

signed: Karl Bornemann
(Karl Bornemann)

Defense Counsel
before Tribunal VI

AFFIDAVIT

I, Arthur RIVIER, chemist, resident in Erksdorf bei Treysa, at present in the Internment Camp at Darmstadt (Telephone Darmstadt 671, 649, 669), German citizen, have been warned that I make myself liable to punishment if I render a false affidavit.

I declare on oath that my statement is in accordance with the truth, is made of my own free will and without coercion and is intended to be used as evidence before the Military Tribunal No. VI in the Palace of Justice, Marburg, Germany.

1) I was born on 9 October 1895 in Haguenau in Alsace, I studied chemistry and in 1922 entered a works which later passed into the Dynamit-Nobel-A.G.-Konzern. During the war, I had constantly to conduct negotiations ^{for the Konzern/} with the Berlin authorities and Reich agencies, and so occasionally with the Army Ordnance Office (Heereswaffenamt).

2) During the period succeeding the end of the French campaign, i.e. somewhere in the winter of 1940 - 1941, a discussion took place at the Army Ordnance Office, Jahnstrasse 1, Berlin, under the chairmanship of Dr. ZAYE, the then Ministerialdirigent, to which were summoned representatives of the various Central authorities, such as the Higher Command of the Wehrmacht, as well as representatives of industry.

I myself was present at the meeting on behalf of the Dynamit-Nobel A.G.

3) Ministerialdirigent Dr. Zahn submitted new demands from his Office in munition fuels, smokeless powder, likewise in preliminary products required therefor, such as nitric acid, oleum and alternative materials for glycerine.

Those present were surprised at the extent of the demands.

4) As the meeting was approaching its conclusion, Dr. ter Meer took up the last word. He made a declaration which deeply impressed me, as much for its contents as for ^{the} staggering effect it had upon his listeners.

Dr. ter Meer said:

5) "Even if you should succeed, gentlemen, in realizing the delivery program desired by the Army, please keep it constantly before your eyes that it will be easily possible for the United States to produce ten times the quantity of all the products here mentioned and one day to throw this economic overweight into the scales."

6) At the time these words were spoken, the German Wehrmacht stood unconquered in all Europe. Poland, Belgium, Holland and France were overthrown.

In these circumstances, Dr. ter Meer's words had the effect of an icycold douche. The officers of the Wehrmacht especially were enraged. Dr. ter Meer was blamed for his statements.

Indeed, some of those present indignantly described them among themselves as a sign of lack of sympathy with the war.

Document ter Meer No. 32

Exhibit No.

Dr. ter Meer's remarks were afterwards long and excitedly discussed, so deep was the impression they made on all of us.

Darmstadt, 13 January 1948.

signed: Arthur Ringleb

Attestation.

The foregoing signature of Arthur RINGLEB, at present in the Internment Camp Darmstadt, was affixed before me and is known to me, as hereby certified and attested by me.

Darmstadt, 13 January 1948

signed: Muenzel

(Dr. Muenzel)

Assistant Defense Counsel
Military Tribunal US/ Nuremberg, Germany,
Tribunal No. VI
Case No. 6.

AFFIDAVIT.

I, Clara Emma OLLESSEN, nee ter Meer, resident in Neuhaus (Schliersee), Quernbachstr. 1b, German citizen, have been warned that if I make a false affidavit, I shall be liable to punishment.

I hereby declare on oath that my statement is true, is made of my own free will and without coercion and in order to be laid as evidence before the Military Tribunal No. VI in the Palace of Justice, Nuremberg, Germany.

My brother, Dr. Fritz ter MEER, was in August 1939 in Karlsbad with his wife, for a cure. On the 24 August 1939, after completion of the cure, my brother and his wife came to us at Neuhaus in Upper Bavaria and remained with us until 27 August, 1939. None of us during those days believed in the outbreak of war. My brother therefore did not return to Kronberg bei Frankfurt before the intended date, 27 August 1939. Neither did we bring our 77-year-old mother from Uerdingen on the Lower Rhine to Neuhaus at that time, as we certainly should have done if we had expected war. It was only later, on the 30th or 31st August, 1939, that my brother telephoned that he had arranged to transfer our mother from Uerdingen, which he regarded as endangered, to Neuhaus.

Frankfurt am Main, 29 June 1947.

(signed) Clara Emil Claassen
nee ter Meer.

Document for Meer No. 33
Exhibit No.

The above signature of Mrs. Clara Erd Claessen, nee ter Meer, resident in Neuhaus, Bonliervos, Duernbacherstr. 1b, is hereby officially attested.

Frankfurt am Main, 29 June, 1947.

(signed) ERHART
(Dr. Ulrich Berndt)

(Seal)

Notary

AFFIDAVIT

I, Charlotte KWAPP, née ter Meer, resident in Kronberg im Taunus, German citizen, declare on oath, without compulsion and of my own free will, having first been warned that I render myself liable to punishment by making any false statement and that this declaration is to be produced in evidence to the Military Court in Nuremberg, as follows:

I am the daughter of Dr. Fritz ter Meer. My father had prepared for a business journey in the spring of 1939 to the United States, on which he intended to take his wife and also myself. The tickets for the journey had already been bought. The journey was then abandoned and the tickets returned, for reasons which at first were not known to me. My father explained to me some time later, however, that the experiments with Bunn tyres were not yet completed and for that reason he had to put off the journey until the autumn of 1939.

In July-August, 1939, my father arranged for me to travel with a friend to relatives in Finland, from whence I returned only on the 28th or 29th August. I was not then recalled home by my father, particularly not on account of threatened war danger, but I went home in order, at the beginning of September 1939, to take a sailing course at Chiasso, which was to last until the end of September 1939. The postponed journey to the USA was planned to take place directly after, i.e. in October, 1939. So far as I recollect, the berths were already booked on the "Bremer" or the "Europa".

Document ter Meer No. 34

Exhibit No.

The above declaration is in accordance with the truth, as testified by my signature below.

Frankfurt am Main, 10 January 1948.

Signed: Charlotte Knapp

The above signature of Frau Charlotte Knapp, née ter Meer, resident in Kronberg im Taunus, is hereby officially attested by me.

Frankfurt am Main, 10 January 1948.

signed: Berndt

(Dr. Erich Berndt)
Notary

(Seal)

ITALIAN AFFIDAVIT TER MEER

Stamp:

Dr. Teodoro VALAGUSA,

Notary

Milan, via Manzoni 19

Telephone.....

The undersigned Dr. Franco GROTTANELLI, domiciled in Milan, Foro Bonaparte 65, Director General of the SOC. PERLAE, Industria Gomma Sintetica (Synthetic Rubber Industries Co.) situated in Milan, Corso Porta Nuova 34, from 1939 to 1943 and present Vice-President of this company, makes the following statement on behalf of Dr. TER MEER of the IG Farbenindustrie, in connection with the trial in progress before the Tribunal in Saarnberg, Germany:

"I had already expressed my willingness to give testimony on Dr. TER MEER's work in Italy during the period from 1944-45 (independently of the former trade and technical connections between IG Farben and the Società Italia Gomma Sintetica, in connection with the setting up and operation of the plants in Ferrara and Terni.)

Of these connections, which lasted from 1939 to 1943, I wish to say merely that they were conducted on both sides in a spirit of warm cooperation and understanding, with the common purpose of expanding the European economic potential. In this way we naturally had the opportunity to observe his work as a high-ranking leader in IG Farben and we found that it was always in harmony with the instructions of his company; I should like to add in this connection that in our

ITALIAN AFFIDAVIT FOR MEER

discussions and meetings, which were usually of an intimate and friendly character, we were able to establish that he, like so many of his colleagues, was unsympathetic, even hostile towards the political tendencies of the German Government - tendencies which for him, as for every man of sound common sense, represented an open and dangerous struggle for supremacy carried to excess. But the sphere in which I wish to testify for him is the one in which, by virtue of our common duties, I was able accurately to observe his actions, though not without prejudice, yet in such a manner that my testimony is reliable, and in which, to the best of my knowledge and belief, I can give an opinion on the basis of precise facts.

I allude here to a period during which we were both Presidents of the Chemistry Group together, in the industrial committees; these were in charge of the distribution of raw materials in Northern Italy, of their use and that of the machines, briefly, in a word, of all the essentials demanded by the war.

The observation mentioned reflects in particular the period from August 1944 to April 1945, during which the Italian section of these "Committees" was really able to go into operation and had the opportunity of supervising the development of the tasks assigned to it.

The position of these industrial committees, which had been created on the basis of a

ITALIAN AFFIDAVIT TER MEER

common agreement between the German Ruk (Armaments Commission) and the Ministry of Industry (Minister Dr. A TARCHI) was extremely difficult at that point, as there was a great shortage of raw materials. The most important part of our task was consequently to see that the factories continued to operate in so far as it was possible, and that they did not sustain any additional damage on the part of the fighting troops through unconsidered action.

In this connection, I must state more particularly that the instructions of the German authorities did not entirely coincide with the basic principles of the German economic offices, at least in so far as the Italian authorities were informed by General LAYERS and his Plenipotentiary.

In defiance of the express agreements, in accordance with which, for example, machinery could be taken away only on the basis of common decisions, there often occurred what amounted to a brutal removal of machinery and raw material. The German economic offices then always expressed their disapproval, but with very considerable delay; many subordinate German technicians had no hesitation in expressing their anxiety openly to the military representatives and still more to the police authorities.

ITALIAN AFFIDAVIT FOR MEEB

In a word, the plan worked out jointly by the Italian and German authorities appeared only ^{too} often as a settled but purely theoretical agreement and the German economic offices had to restrict themselves to supporting our decided opposition with the utmost caution.

For MEEB always associated himself with this disapproval, whereby he naturally maintained the authority of the rank he filled, but I was able to ascertain that in every case where he could effectively take action he did so; in this he applied the sound principles of an industrialist and not those of a military official, which were only too apt to be based purely on spoliation and governed by the purpose of transferring to Germany as much Italian material as possible: machines as well as raw material.

I shall describe a few cases in which his intervention was quite clearly positive, intelligent and meritorious. The large stocks of platinum of the plants of "Oleum della Montecatini" which were to be removed to Germany were retained instead, because of obstinate opposition on the part of the Italians, in the South Tyrol (whence they were recovered); he gave his support to this storing on Italian soil.

When the vital question of the "closing down" of industrial plants was under discussion,

ITALIAN AFFIDAVIT TER MEER

he and I together had the task of working out the program for all the chemical plants dependent on our Committee.

After a brief investigation, in which we found ourselves to be in complete agreement, basing our decision on Dr. TER MEER'S suggestion, we restricted this "closing down" to quite minor vital parts of these factories, which were not operating, and these vital parts could be stored in the plants themselves in sealed rooms. Only in a few exceptional cases were these small components of the plants taken away from the plants themselves, but even then they were left on Italian territory (as in the case of the synthetic rubber in the South Tyrol) and restored after the war was over. In this way this large number of plants really escaped unharmed and was able to resume work immediately at the end of the war, as soon as the raw material arrived.

I know that this method of procedure was in general characteristic for the whole of industry but it was maintained most especially in our section and this trend can be directly ascribed to Dr. TER MEER'S influence and to his personal negotiation with General LAYERS.

On this occasion, Dr. TER MEER could not help

ITALIAN AFFIDAVIT TER MEER

telling me that in this matter despite his duty and obligations he acted from the standpoint of the industrialist and from a feeling of repugnance against any unnecessary destruction of plants.

There were also no transfers of personnel in our society.

Our joint efforts were directed towards keeping the key plants of the chemical industry in operation - such as the nitrogen ones - and also, in so far as it was possible, ensuring supplies of power, coal, raw material and food for the workers.

In the final months, Dr. ter MEER was suddenly promoted to the position of General LAYERS' personal assistant. At this point I had to direct his interest towards the danger of a major destruction of electricity plants.

All the committees occupied themselves with this question, the most important for the post-war existence of our industry, but there were three which concerned themselves with it particularly: The Chemistry, Metal Industry and Machine Committees, represented by Ing. Agostino ROCCA, Ing. Bassoli LUIGI and myself.

Here too there was open discord between the German Wehrmacht offices, who desired this destruction, and the technical side of the Sak. General LAYERS did not give us the assurances we expected.

ITALIAN AFFIDAVIT TER MEER

so we then made a direct application to Ambassador RAFFI.

I had conversations with Dr. ter MEER at that time, in which I pointed out to him the advantages represented by the industrial firms of Northern Italy for the prompt post-war rehabilitation of Europe, especially the electrical firms, where I stressed that with this end in view they must at all costs be protected from unconsidered destructive action.

He took this argument, namely that the electricity plants left unharmed could be put to use even for the Germany of the immediate post-war period, very seriously into consideration for use with the military authorities, a matter to which he gave real enthusiasm. I remember with satisfaction the words in which he thanked me for supplying him with a concrete argument which he would put forward with effect, - in contrast to all the sentimental clap-trap which was not having the slightest effect at that moment. The plants were saved and Dr. TER MEER thus proved to me once again his personal clear-sightedness as an industrialist and as a man whose whole mind was dedicated to construction and not to destruction.

Because of this one definite action in particular he deserves praise and a testimony on his behalf. By it he

ITALIAN AFFIDAVIT TER MEER

saved the whole of Italian industry and also ourselves.

At the time when I completed my task at the end of April 1945, I then made an official report on the positive results envisaged by the Industrial Committee of the Chemical Industry in saving the nation's heritage. Dr. TER MEER contributed effectively to those results.

I affirmed this once again today and take this opportunity to express my hope that my true statements will be of service to him and that he will be set free to resume work for Europe on the level of a common culture which must be defended and expanded.

Milan, 2 September 1947

Signature: Count Dr. Franco GROTANELLI

Circular Stamp: Valagussa Teodoro GIUSEPPE, Notary in Milan.

Milan, 2 September 1947

I, the undersigned Dr. Teodoro VALAGUSSA, Notary in Milan, herewith affirm the authenticity of the signature, made in my presence, of Count Dr. Franco GROTANELLI, son of Ruggiero, born in Florence, domiciled in Milan, former Director General and present Vice-president of the Società per Azioni Industria Gamma Sintotica situated in Milan, with a stock capital of 500,000,000 lire.

Circular stamp as above.

Signature: Dr. Teodoro VALAGUSSA
Royal Regional Civil and Criminal Court
Milan

The signature of Dr. Teodoro VALAGUSSA, Notary, is herewith witnessed.

Milan, 3 August 1947

The Cancelliere Delegates

Signature

ITALIAN AFFIDAVIT TEE MEER

CERTIFICATE OF TRANSLATION

23 December 1947

Ich, Robert HOFFMANN, 30162 bestaetige hiermit, dass ich
officialer Uebersetzer fuer die deutsche und italienische
Sprache bin und dass obiges Schriftstueck eine wahrheitsge-
treue und genaue Uebersetzung des Dokuments "Affidavit TEE MEER"
ist.

Robert HOFFMANN
30162

A F F I D A V I T .

I, the undersigned Elio BRACCO, son of MARCO, deceased, domiciled in Milan, via Renato Pacini, 2, being aware that according to law it is a punishable offense to make a false affidavit, do confirm that my statements are true and that they will be presented as evidence before the Military Tribunal in Case No. 6 (I.G. Farben) which is presently being tried in the Palace of Justice, Nuremberg.

I became acquainted with Dr. ter Meer in his capacity as Director of I.G. Farben during his period of activity with the Armaments Detachment (Ruestungskommando in Milan, (Fabbrigeria) as head of the "chemistry" group. I had heard of him previously through Herr Louis Morok of Darmstadt, joint owner of the E. Merck Chemical Works Darmstadt, since deceased, as a very serious-minded and correct person who would be able to be very helpful to me, because of his influence and knowledge of the subject, in the procurement of the raw materials indispensable to my industry from Germany.

Subsequently, in 1944 and 1945, I was in constant personal contact with the individual in question as I referred to him on every difficulty that arose.

I had already been known to Dr. ter Meer before 1944/45 through my 20 years' activity in the chemo-pharmaceutical sphere (as President of the S.A. Bracco-Bracco S.p.A. - formerly Italmorck, Milan) as I had occasionally been regarded by the heads of the Milan branch (Co-Fa) as an inconvenient competitor of I.G. Farben (Bayer).

At the beginning of our relationship I was therefore somewhat prejudiced against a Director of I.C. Farben. I was nevertheless able to observe on my first personal contact with Dr. ter Meer that he was a man above partisanship.

He looked upon himself as a victim of fate because he had to carry on his activity in a milieu that was far from pleasant to him since it occasionally brought him into automatic conflicts of opinion with Italian industrialists, who in his opinion, were very justifiably struggling against subjugation. He was very much liked by Italian industrialists because they all knew that he not then halfway whenever he could, and because he made no secret of the fact that he recognized the justice of their complaints. He used to say to me: "Braccio, I understand you only too well, and in your place would do exactly the same. I do my best it is true, but it does not always come off. On the whole, however, I have a clear conscience, because I know your ability and I know that you are probably on your guard."

He was particularly interested in agriculture and hence also in the concerns producing artificial fertilizers. The first thing, he would say, is to ensure supplies for the population, then you can think about the rest.

What he did for the artificial silk and textile (fiocco) industry is well known. He was even reproached with favoring Italian industry far too much, and never in the interests of war, but in those of peace production.

He was not liked by the SA in Milan; they looked upon him as an "indolent civilian". On the occasion of the clash between the Ruk (Ammunitions Detachment) and the SA (SD, Security Service) following on the arrest by the latter of Donagani, Marinetti, Giustiniani etc.) leaders of Italian industry, for sabotage, Dr. ter Meer asked me to do my utmost to protect them from deportation, and to place all the relevant documents at the disposal of his chief General lawyers, engineer, in order to be able to confront the SD with them. General lawyers had hardly received the documents from me, in order to have some idea of the individual industrialists, before he was on his way to Berlin, where he won his case against the Security Service, and the industrialists were saved from deportation.

But the province in which Dr. ter Meer played a highly remarkable role was the protection of workers both male and female, who were threatened with deportation to Germany. This decree had hardly been received before he advised his Italian friends to urge Mussolini to approach the Fuehrer direct and put it to him that after all, protected industries were involved which would be ruined in Italy as a result of the above-mentioned deportations. As far as my own staff were affected by this, he advised me to pay a visit to Mussolini personally and to put the urgency of the case to him.

I did actually go to see the Duce on 14 April 1944, and was thus far successful, that none of my workers (women had been singled out throughout) were deported.

All Dr. ter Meer's work was very strictly supervised by the Security Service, for a constant war of attrition was being waged between Ruk and the SS on account of the Italian industrialists, who were regarded by the SS as saboteurs. After the release of the industrialists - Donogani of the "Montecatini", Marinetti of the "Sna Viscosa", Sagramo of the "Eroda", Giustiniani of the "Montecatini" etc., the war was even more aggravated because the SS attributed the releases to the machinations of the leader of the Ruk.

Milan, 3 September 1947.

(Signature) L. Lio BRACCO

Chairman of the Bracco S.G., formerly
Italmarek.

R.Z. No. 60937

Certification of Signature.

I, the undersigned notary, herewith certify and witness the authenticity of the above signature of Herr Commandatore personally known to me, son of Marco, Bracco Lio, deceased, born in Nervesa (Tols), domiciled in Milan, via Renato Fucini No.2, Chairman of Bracco S.G., formerly Ital-marek, Milan, with a paid ⁱⁿ share capital of Lire 3,000,000. (Translators Note: number. illegible). The signature was appended in my presence without witnesses (witnesses dispensed with with my consent).

Document for Exer No. 36
Exhibit No.

Milan, 3 (third) September 1947, (nineteen hundred and
forty-seven).

(Signature) Dr. Giovanni Sniderlo,
Notary

Rundstamiglio:

Sniderlo Giovanni, son of Pietro, deceased,
Notary in Desana Brianza

Stampiglio:
For legalisation of signature of
Notary Dr. Giovanni Sniderlo

Milan, 3 September 1947.

The Cancelliere delegate - Signature

Certificate of Translation .

I, Robert Hoffmann, AGO No. 20162, herewith certify that I am
an official translator for the German and Italian languages
and that the above document is a true and exact translation
of Elio Dracco's Italian affidavit.

signed, Robert Hoffmann

Robert Hoffmann
AGO No. 20162

Stamps 6 Lire

Stamp L.32

Milan, 2 September 1947

A F F I D A V I T.

I, GA RLO FERRARIO, Cavaliere del Lavoro, domiciled in Milan, Via A. Baldissera 5, having been warned that I shall be liable to punishment for making a false statement, declare herewith under oath that my statement is true and is made in order to be submitted as evidence to the Allied Military Tribunal in Case No. 6 (I.G. Farben) in the Palace of Justice, Nuremberg.-

I have known Dr. Fritz ter Meer since 1924 when, after having given up the sole agency for Italy of the Chemische Fabrik Sandoz of Basle, I entered upon my connection with the German Chemical Industry and took over among other activities the agency of the Chemische Fabrik Griesheim-Elektron of Frankfurt - on - the - Main. At that time I entered into commercial relations likewise with the firm Chemische Fabrik Weller ter Meer of Uerdingen, where Dr. Fritz ter Meer carried on his activity.- In 1925 both the Chemische Fabrik Griesheim-Elektron and the Chemische Fabrik Weller ter Meer were taken over by the I.G. Farben Aktiengesellschaft, and the undersigned was entrusted with the sole selling agency in Italy of a part of the industrial chemicals manufactured by the said I.G. Farbenindustrie.

From 1925 on, Dr. Fritz ter Meer, having become one of the leading directors of the I.G. Farbenindustrie A.G. my contact with him became more frequent and constant.

I can testify most emphatically, before God and before all men, that Dr. Fritz ter Meer has always conducted himself, in all circumstances, as a true gentleman, holding

- 2 -

himself above every attack and criticism and displaying always the most exemplary objectivity.

With particular reference to the period October 1943 to April 1945, that is during the time that Dr. Fritz ter Meer was acting in Italy as the Commissioner of "RUK" (Reich Ministry for Armament and War Production) for the chemical industry, the undersigned, by reason of his office and his work, and the fact that the German authorities were in complete control of all industrial activity, had frequent occasion to come into contact with the said gentleman and to observe his activities, and I am able to testify that the said Dr. Fritz ter Meer, in carrying out his tasks always conducted himself in an absolutely correct manner, never departing from the economic realm or acting for political motives.

The undersigned is able to testify from his own knowledge, that during that period, Dr. Fritz ter Meer used his ability and endeavours to place Italian industry again on a sound footing, more especially the more important factories, which, owing to various causes, were either closed or were producing only a fraction of their normal capacity.

Of particular importance to Italian agriculture was the resumption of the production of synthetic fertilizers on the basis of nitrogen.

It should also be put on record that Dr. ter Meer succeeded, by having various factories declared "protected industries", in preventing a large number of workers from being sent to Germany, who otherwise would automatically have been selected and transported by force to the German factories.

- 3 -

The undersigned also knows that during the last weeks of his stay in Milan Dr. ter Meer took it upon himself to intervene with the various German authorities, so that in the event of a withdrawal by the German troops from Italian soil, the destruction of factories might be avoided.- This he did, as he himself told me, out of a feeling of friendliness towards the Italian people and because he wished to avoid Italy's being deprived of the possibility of recovering by destruction on the scale contemplated, without at the same time affording that help to the German cause it might have been thought to achieve.

(Signature) Carlo Ferrario

(signed) Carlo Ferrario Cavaliere del Lavoro

I hereby certify, that the above signature, made in my presence, is that of Sig. Com. Carlo Ferrario, Cavaliere del Lavoro.- By way of identification Signor Carlo Ferrario presented Passport No. 252743 rec. 13213/II of the Milan Police Headquarters, issued on 14 May 1947.

Milan, 2 September 1947

(Signature) Pescini Domenico, Notary

Official Stamp
Pescini Domenico
Di Ernesto
Notary, Milan

Stamp

Civil and Penal Tribunal, Milan
The signature of Dr. Domenico Pescini, Notary
is hereby certified
Milan, 3 Sept. 1947

Deputy Clerk to the
Court (Initials)

2 Government Stamps
Lire 55

- 111 -

Dokument ter Meer Nr. ³⁷...

Exhibit Nr.

- 4 -

CERTIFICATE OF TRANSLATION

15 January 1948

I, Victoria ORTON, ETO No. 20129, hereby certify that I am a duly appointed translator for the Italian and English languages and that the above is a true and correct translation of the affidavit, made by Carlo Ferrario, dated 2 September 1947.

per. Victoria ORTON

Victoria Orton
ETO No. 20129

- END -

- 112 -

Document ter Meer No. 38

Exhibit No.

Dr. Heinz Pfluoger i.Fa.

Dr. Schoen Pfluoger Schoen
Attorneys-at-Law
Dr. Pfluoger also Tax Consultant

(24) Hamburg 36, 5 January 1948
Neuerwall 10 III
(Gutrufhaus)

Telegraphic Address: Client

Affidavit

I, Dr. Heinz Pfluoger, Hamburg 36, Neuerwall 10, of German nationality, have had my attention called to the fact that I shall render myself liable to punishment for making a false affidavit.

I declare on oath that my statement is true and was made voluntarily and without coercion in order to be presented as evidence before the Military Tribunal No. VI at the Palace of Justice, Nuernberg, Germany.

During 1943 to 1945 I acted as Special Mission Officer to the Plenipotentiary General for Armaments and War Production in Italy. In this capacity I took part in a great number of important conferences and gained a comprehensive knowledge of the activities of the Staff for Armaments and War Production (Stab Ruk). In particular, I became closely acquainted with Dr. ter Meer, who had been assigned to the Staff for Armaments and War Production in the fall of 1943.

On the strength of this knowledge I am in a position to state the following:

1) Dr. ter Meer was the Plenipotentiary for Chemistry and continued in this capacity until the dissolution of the Staff, i.e. until April 1945. When in September 1944 the former Armaments Expert (Ruestungsobmann) had to take over a special task in the field of transportation, the Berlin authorities appointed KWGR Dr. Keller as Ruestungsobmann. However, as General Leyers did not fully agree to the way Dr. Keller was handling his task,

(page 2 of original)

he asked Dr. ter Meer, while leaving him in his position as Plenipotentiary for Chemistry, to assist Dr. Keller and as *primus inter pares*, so to speak, to look after the joint interests of the other Plenipotentiary. Dr. ter Meer complied with General Leyers' wish and in that capacity took a leading part in the negotiations which were carried on with Corporations Minister Tarchi, a member of the Fascist Government, to co-ordinate the work of the Staff for Armaments and War Production and its Plenipotentiaries on the one hand and that of the agencies of the Tarchi Ministry on the other hand.

Dr. ter Meer never interfered with the interior administration of the Staff for Armaments and War Production. His position was that of Chief of the Industrial Plenipotentiaries, whose spokesman he was *vis à vis* General Leyers.

2) From my own knowledge I know that Dr. ter Meer's relations with Italian industry were friendly, especially with the Montecatini concern, which was his special care. The Italian industrialists knew that Dr. ter Meer would lend a willing ear to the troubles which they reported to him. The difficulties which were brought to his attention not only concerned fundamentals for production, such as raw materials, coal, electricity and machinery, but they also largely concerned questions of a personal nature. In the Fascist régime, which during the last months followed very radical trends, the managers of industrial undertakings were constantly subjected to persecution by the Fascist Secret Police. In all these cases Dr. ter Meer intervened personally. Thus, *inter alia*, he succeeded in freeing the General Directors

(page 3 of original)

of the Montecatini concern, Donegani and Giustiniani, who had been arrested without any reason whatever, by getting the German agencies to intervene.

In the same way, Dr. ter Meer strove to prevent the transfer of Italian labor under the Sauckel campaign, thereby coming into conflict with the agencies appointed by Gauleiter Sauckel.

3) Acting on orders, the Army Group had, in the event of a retreat from Italy, decreed the destruction of such industrial plants which might be of advantage to the enemy. It was Dr. ter Meer, who, together with General Leyers, first thought of ways and means to prevent actual destruction, by merely putting the most important machines, etc. out of action by temporarily dismantling and removing certain parts. This fact should be given all the more prominence, seeing that the initiative for this measure should have originated with the Fascist Corporations Ministry. These did not step in until later, by using diplomatic channels for the protection of their own industry.

In many cases Dr. ter Meer, sometimes accompanied by General Leyers, went himself to the Army Group and was so insistent in his demands that the Army Group in every instance gave in to the Staff for Armaments and War Production. It was arranged that the particularly important industry groups, such as the automobile industry, the machine industry and others should not be included in the paralyzation program, which was limited to the production of arms, ammunition, etc. But not satisfied with that either, Dr. ter Meer in April 1945 finally succeeded in

Document ter Meer No. 38

Exhibit No.

(page 4 of original)

getting the paralysis measures as well dropped.

It is certain that through Dr. ter Meer's initiative important economic plant was saved and industry in Northern Italy was left intact.

4) All the time which was not devoted to work, Dr. ter Meer spent with a circle of Plenipotentiaries who were well-known for their frank criticism of the government at the time and the measures taken by it. I was often invited to this circle and heard there statements made by Dr. ter Meer which showed that his attitude was anything but pro-Nazi.

I have carefully read the above statement consisting of two pages and confirm under oath that it is a correct statement.

Hamburg, 5 January 1948

signed: Dr. H. Pfluuger

Document Roll No. 110/1948

I hereby certify that the above is the signature of Dr. Heinz Pfluuger, Attorney-at-Law, address: Hamburg 36, Neuerwall 10/III, who is personally known to me, and that it was made before me, Dr. Friedrich Wessendorff, Notary in Hamburg 11, Kleine Johannisstrasse 6, on Thursday, 8 January 1948.

Hamburg, 8 January 1948

signed: Wessendorff

| | |
|--|---------|
| Value RM 1,000.- (estimated) | |
| Fees as per Arts. 26, 39 Reich Kostenordnung | RM 2.- |
| Turn-over tax | " -05 |
| | RM 2.05 |

The Notary signed: W.

It is hereby certified that the above is a true and correct copy.

Munich, 25 January 1948

signed: Karl Bornemann
(Karl Bornemann)
Defense Counsel
Tribunal No. VI

Affidavit

I, Anna Weber, living in Milan, Via Teodosio 7, have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on my oath that my statement is true and that it was made in order to be submitted to the Military Tribunal No. VI (I.G.Farben) in the Palace of Justice in Nuremberg, Germany.

From September 1943 until April 1945, I was head of the office and first secretary of the Group Chemistry in Milan. Through the insight which I had into the activity of the German Group Chemistry, I can confirm that Dr. ter Meer was opposed in principle to the recruiting of Italian chemical workers for German plants and that he always declined to support the endeavors of the agents who were delegated by Berlin for this purpose. He declined in principle to have Italian workers in the factories protected by the Group Chemistry drafted. Only once was he to make an exception; that was when he, on the orders of his superior, had to supply workers belonging to a protected company. This measure, however, was not successful because Dr. ter Meer caused them to be forewarned in time and they could all escape into the mountains.

There was another matter in which Dr. ter Meer fought with all his influence, his personality and his spirit: it was to prevent

the destruction of Italian power and industrial establishments when the German troops retreated. He negotiated time and again and computed what terrible damage such destruction would cause to the Italian economy and the Italian people. New lists were constantly made of the planned demolitions and they became shorter every time, until Dr. ter Meer's strong personal influence upon General Leyers and the Army Command was finally successful in having them drop the entire plan of demolition.

At the end I would like to mention, that Dr. ter Meer would never have allowed that parts of machines, be they ever so small, should be dismantled and removed arbitrarily from Italian industrial plants. If this was done sporadically by troops and it was reported, he followed up the matter very energetically. If removals could not be prevented, agreements were worked out very conscientiously, in accordance with which the parts of the equipment were to be brought back to Italy after the end of the war or replaced with new parts.

signed: Anna Weber

I herewith certify the signature of Anna Weber, living in Milan, Via Teodosio 7. The person present identified herself with the passport No. 01526 of the German Consulate General, Milan, dated 12 August 1942.

(Stamps for the Charge)

signed: Dr. Pietro Meissen,
Notary Public,
Milan, Via C. Alberto 11
Telephone: 17977

(Stamp of the Office)

A f f i d a v i t .

I, Dr. Kurt M e e l l e r , living in Bad Soden/Taunus, at the present time at Krenbergerstr. 5, a German citizen, have been duly warned that any false statement I may make will render me liable to punishment. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice in Nuremberg and that I made it voluntarily and without any compulsion.

I worked from the summer of 1932 until the fall of 1934 in the Office of the Technical Committee of the I.G. Farben-Industrie in Frankfurt a/M.; from the fall of 1934 until 1945, in the Acetic Acid Division of the Hoechst plant of the I.G., as deputy to Dr. Roth, the director of the division.

In Frankfurt a/M. I worked on various projects as instructed by Dr. ter Meer and reported on them to him in every case. In the succeeding years I was a member of various manufacturing committees of the I.G. and consequently met Dr. ter Meer often at conferences. Through these, I got acquainted with his views on certain matters.

I can therefore declare with certainty that Dr. ter Meer opposed the NSDAP in every way. This was also generally known, since Dr. ter Meer never made any secret of his attitude. I remember above all two incidents in which he spontaneously showed this attitude of opposition.

Document ter Meer No. 4C

Exhibit No.

1.) In the course of planning the establishment of a dye factory in Breslau, in the spring of 1933, a conference with General-director Philipp of the Austrian Dynamit-Nobel A.G. took place in Vienna. The plant was to be erected on the site of the above company. General-director Philipp addressed Dr. ter Meer, when he greeted him, with approximately the following words: "Well, Germany has become National Socialist now. What will come of it?"

Dr. ter Meer's reply was given with very great emphasis: "WE are not National Socialists, we don't want ^{to have} anything to do with it and do not attach any value to it".

On this occasion the following men were present: Director Philipp, Dr. ter Meer and myself, as well as Director Dr. Freund, Director Wolff, Dr. Knepper and Dr. Kugler.

2.) After the outrages against the Jews on the 8/9 November 1938, these happenings were discussed after a conference of one of the manufacturing committees of the I.G., at a luncheon in the club-house of the I.G. in Frankfurt a/M. About twenty gentlemen, members and guests of the committee were present. Without considering the service personnel who were present in the dining room, Dr. ter Meer declared very excitedly: "I cannot understand how anybody can find a single word to excuse these occurrences. It was a crime. The fellows have let the rats loose. No government can do such a thing without taking the consequences."

I certify the truth of these statements by my signature.

Bad Soden, 22 January 1948

signed: Dr. Kurt Mueller
(Dr. Kurt Mueller)

Dokument ter Moer No. 4C

Exhibit No.

I herewith certify the above signature of Dr. Kurt McEllor,

Bad Soden am Taunus, 22 January 1948

The Mayor

in my capacity as Police Authority of the Community

signed: Signature

Administrative Charges: 1.— RM

No. in the Charge Register A.B.C. No. 254/48

Stamp:

Town Bad Soden am Taunus.

Affidavit.

I, Dr. Fritz Mertens, Attorney-at-Law and Notary Public, living in Frankfurt a/M. Niedenu 47, a German citizen, have been duly warned that any false statement I may make will render me liable to punishment. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal in Nuremberg and that I made it voluntarily and without compulsion:

1.) I looked after the interests of the brothers Karl and Arthur von Weinberg, both of them from Frankfurt a/M., until their deaths.

2.) I know therefore that after he had moved from Germany to Italy, Karl von Weinberg was enabled to live in Italy until his demise through the help of the Vorstand of the I.G. Farben A.G. The necessary means for his support were placed at his disposal through Switzerland and thus made it possible for him to live in Italy.

Frankfurt a/M., 17 January 1948

signed: Dr. Fritz Mertens

I herewith certify the above signature of Dr. Fritz Mertens, living in Frankfurt a/M. Niedenu 47.

L.S.

signed: Berndt

Dr. Erich Berndt
Notary Public

Deponent ter Meer No. 42

Exhibit No.

A f f i d a v i t .

I, Richard von S e i l w i n g e r, living in Jagdhaus in Oberdrauburg, Carinthia, Austria, an Austrian citizen, have been duly warned that any false statement I may make will render me liable to punishment. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice in Nuremberg, and that it was made voluntarily and without compulsion:

I am the son-in-law of Dr. Carl von Weisberg, deceased, who was of Jewish extraction. From 1926 until 1935 he was on the Aufsichtsrat of the I.G. Farbenindustrie. His brother, Geheimrat Dr. Arthur von Weisberg, was also on the Aufsichtsrat of the I.G. Farbenindustrie from 1926 until 1935. Owing to the persecution of the Jews, Carl von Weisberg left Germany in September 1939 and went to Italy where he died in March 1943. Dr. Arthur von Weisberg - I believe it was in 1941 - was carried off to Theresienstadt and died there approximately a year later.

Dr. Fritz ter Meer was on friendly terms with both von Weisbergs. This friendship with both men remained absolutely unchanged until they left Germany, in the one case, until his deportation to Theresienstadt. Their social relations were kept up, but also their business relations in the office where both men had private rooms until their separation from the Aufsichtsrat. Through the difficulties which the two men had to face their relations became

Document ter Meer No. 42

Exhibit No.

even more friendly. Dr. ter Meer's attitude was in particular very friendly towards Dr. Arthur von Weinberg, who as a chemist stood closer to Dr. ter Meer. Dr. ter Meer took also part in the endeavour of several executives of the I.G. Farbenindustrie A.G., to have Dr. Arthur von Weinberg released from Theresienstadt. The above declaration corresponds with the truth. I confirm this with my signature, as follows:

Großrauburg, 19 January 1948

signed: Richard von Szilvinyi

I herewith certify officially the above signature of Herr Richard von Szilvinyi, who lives in Großrauburg.

Number 39 in the Register for 1948

The above signature of Herr Richard von Szilvinyi, owner of an estate in Großrauburg, Carinthia, Jagdhaus, is certified.

Großrauburg, 19 January 1948

L.S. signed: Dr. Karl Marosch
Notary Public in Großrauburg
Carinthia

Charge: 7.50 S.

Austrian stamp
2 Schilling

Document ter Meer

CERTIFICATE OF TRANSLATION

9 February 1948

We,

| | |
|----------------------|-------------------|
| Victoria ORTON, | ETO # 20129, |
| Anne MARTIN, | ETO # 20144, |
| Beryl C. BESWICK, | ETO # 20183, |
| Patricia E.C. WOOD, | ETO # 20139, |
| Phyllis RAY, | ETO # 36287, |
| Arthur C. MACNAMARA, | ETO # 20191, |
| Leonard J. LAWRENCE, | ETO # 20138, |
| Julius J. STEUER, | AGO - A - 442654, |
| Eugene R. KUN, | D - 429798, |

hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the Document Book I ter Meer.

.....
Victoria ORTON
ETO # 20129
pages 11-13, 113-116
I - IX

.....
Eugene R. KUN
D - 429798
pages 20-28, 117-124

.....
Leonard J. LAWRENCE
ETO # 20138
pages 29 - 42

.....
Beryl C. BESWICK
ETO # 20183
pages 43 - 54

.....
Arthur C. MACNAMARA
ETO # 20191
pages 55-57, 63-64

.....
Anne MARTIN
ETO # 20144
pages 58 - 62
" 78 - 94

.....
Julius J. STEUER
AGO - A - 442654
pages 65 - 77

.....
Patricia E.C. WOOD
ETO 20139
pages 95 - 103

.....
Phyllis RAY
ETO # 36287
pages 104 - 108.

Case 6
Defense

SUPPLEMENT

to Document Book Dr. FRITZ TER MEER No. 1

Doc.No.43, 44 and 45.

submitted by:

Dr. BRENDT

BOHEMANN

Young



Supplement to Document Book I for MEER

Exhibit No.

DR. R. DE LE ROI

Kronberg/Ta., 28 January 1948

AFFIDAVIT.

I, Dr. Rudolf de le ROI, Kronberg/Ta., Gunitastr.5, of German Nationality, have been cautioned that I render myself liable to punishment if I make a false affidavit. I declare under oath that my statement corresponds to the truth, that it has been made voluntarily and without any coercion and in order to be submitted in evidence to the Military Tribunal No.VI in the Court House, Murnberg, Germany.

In my capacity as manager of the former industrial section of the Chamber of Industry and Commerce for the Rhine-Main Economic area, resp. Chamber of Economy for HESSE, I have not been able to observe that Dr.Fritz TOR MEER was in any way politically active. Neither did he hold any Party offices as far as I know. He always refused to become active in any way for Party offices of the Rhenon-Messan Gas of the NSDAP; this applied also for questions of political economy.

Kronberg/Ta., 28 January 1948

signed: Dr.Rudolf de le ROI
(Dr.Rudolf de le ROI).

Certification: The above signature of Dr.Rudolf de le ROI, Kronberg/Ta., Gunitastr. 5, recognized by me, is hereby officially certified by me.

(Seal):

Frankfurt/Main, 28 January 1948

Dr.Erich BERNDT

signed: Dr.BERNDT

Notary in

Notary

Frankfurt-on-Main

The correct and literal copy of the original is hereby certified.

Karl BORNEMANN
Defense Counsel with
Military Tribunal No.VI

Dr. R. DE LE ROI

Kronberg/Ts., 28 January 1949

AFFIDAVIT

I, Dr. Rudolf de le ROI, Kronberg/Ts., Gunitastr.5, of German nationality, have been cautioned that I render myself liable to punishment if I make a false affidavit.

I declare under oath that my statement corresponds to the truth, that it has been made voluntarily and without any coercion and in order to be submitted in evidence to the Military Tribunal No.VI in the Court House, Luerberg, Germany.

About Dr. Fritz ter KGB's attitude to National Socialist, I can say in the first place, as manager of the former Industrial Section of the Chamber of Industry and Commerce for the Rhine Main Economic area, resp. Chamber of Economy for Besse, that, in the course of numerous conversations with me, he always expressed himself in terms of objection to the NSDAP. It corresponds with this fact that, at one time, the president of the Chamber of Industry and Commerce informed me that Dr. ter KGB only joined the NSDAP after repeated invitations and then only hesitatingly. That also the leading Party offices in the Gau did not regard him as a reliable follower of the Party, I gathered from the fact that he did not receive invitations to important Party sessions on political economy, to which usually the leading personalities of the economic life were invited.

Neither did Dr. ter MEER ever approach, on his own initiative, the Party offices of the Gau, nor did he support them by reports, as far as I know.

It is known to me that this constantly maintained reserve of Dr. ter MEER was viewed with the greatest distrust by the Gau leadership of the NSDAP so that the request was repeatedly voiced with the Gau leadership to appoint a convinced follower of the Party to the Vorstand of the I.G.

Kronberg/Ge., 28 January 1948

signed: Dr. Adolf de la MOI
(Dr. Adolf de la MOI)

Certification: The above signature of Dr. Adolf de la MOI, Kronberg/Ge., Gest. Nr. 5, recognized by me, is hereby officially certified by me, Dr. Erich REICH, attorney-at-law and notary in Frankfurt/Main.

Frankfurt/Main, 28 January 1948

(Seal): signed: Dr. REICH
Dr. Erich REICH Notary.
Notary in Frankfurt on Main.

The correct and literal copy of the original is hereby certified.

Zarl SCHNEIDER
Defense Counsel with
Military Tribunal No. VI.

DR. R. DE LE ROI

Eronberg/Taunus, 28 January 1948

AFFIDAVIT

I, Dr. Rudolf de Le Roi, Eronberg/Taunus, Gullstr. 5, Gornen, have been warned that I render myself liable to punishment if I make a false statement on oath.

I declare on oath that my statement is true and was made of my own free will, that I was not exposed/duress ^{to} and that it was made in order to be submitted in evidence to Military Tribunal No. VI in the Palace of Justice, Saarbrücken, Germany.

Concerning the appointment of Herr Dr. KIEB as War Economy Leader (Wehrwirtschaftsführer), in my capacity as manager of the former department for industry of the Chamber of Industry and Commerce for the economic region Rhine Main and of the Essex Economic Chamber respectively, I can state the following based on my personal knowledge of the events:

- 1) The appointment was made by the Reich Ministry of Economy upon request of the Land Economic Office (and not by an Office for the Allocation of Armament Orders), as the I.G. Farbenindustrie A.G. was not considered as an essential enterprise, but was controlled by the Reich Ministry of Economy as a vital enterprise, essential for the prosecution of the war.
- 2) The appointment took place, as I ascertained from files of the Chamber of Industry and Commerce, Frankfurt on Main, only in May 1942, that is to say, at a very late date, when in the district of the Chamber of Industry and Commerce already numerous appointments

of employers of less important enterprises as War Economy Leaders had been affected. The appointment was made only when it could not be avoided any longer. It could therefore not be considered

a token of distinction for Herr Dr. ter REER; this late date rather implies a certain mistrust which - as I could frequently note - the Gen-leadership REESE of the NSDAP bore towards Herr Dr. ter REER because of party-political reasons.

- 3) The appointment to War Economy Leader did not carry with it the execution of special duties, it rather meant just the bestowal of a title. The appointment to the War Economy Commission of the Reich Economic Chamber which resulted from this bestowal was of no consequence, as, according to my knowledge, this commission never convened.

I never observed that Herr Dr. ter REER made any use of this title.

Kronberg/Taunus, 28 January 1948.

signed: Dr. Rudolf de la MOI
(Dr. Rudolf de la MOI).

Certification: I hereby certify that the above is recognized by me to be the signature of Dr. Rudolf de la MOI

(Seal): of Kronberg/Taunus, Gießstr.5.

signed: Dr. Erich BERNDT, Notary. Frankfurt/Main, 28 January 1948.

signed: Dr. BERNDT, Notary

This is to certify that this is a true and correct copy of the above document.

signed: Earl BORNEMANN,
Defense-Counsel
at Military Tribunal VI.

Supplement to Document Book I for 1944

Exhibit No.

CERTIFICATE OF TRANSLATION

9 February 1948

We, Hildegard E. FLORKE, Civ.No.17 415 and Kurt SCHEER, Civ.
No.35789, hereby certify that we are duly appointed trans-
lators for the German and English languages and that the
above is a true and correct translation of the Supplement
to Document Book I for 1944.

HILDEGARD E. FLORKE
Civ.No.17 415

KURT SCHEER
Civ.No.35789.

*Defense
Case 6*

MILITARY COURT VI

CASE VI

DOCUMENT BOOK II

for

Dr. Fritz ter Meer

submitted by the
Defense Counsel

Dr. Ulrich Jernot
Karl Schomann

Gang



Table of Contents

Document Book for Dr. Fritz ter Meer, Case VI

| Doc. No. | Exh. No. | Content | Page |
|----------|----------|---------|------|
|----------|----------|---------|------|

1. Air Defense.

| | | | |
|----|--|---|---|
| 25 | | <p>affidavit on the structure and organization of the works' civil air protection by Hans Pöhl, the former head of the works administration of the Bosch works of I.G. The witness declares that in the year of 1931 the civil-air protection service was established because the Paris Aviation agreement of May 1926 explicitly authorized Germany to do so. "within the limits of these civil air protection measures 'Industrial Air Protection' formed a separate category, it was also under the jurisdiction of the local police authorities and thus under that of the government; however, the "Reichsverband der Industrie" (Reich Association Industry) (subsequently "Reichsgruppe Industrie" (Reich Group Industry) with its regional affiliations came in as an advisory agency and for the protection and representation of the interests of industrial establishments, "air protection exercises and air protection practice games (Flugspiele)-- the term of war game on maps (Kriegsspiele) is wrong and, unless I am mistaken, is nowhere to be found in the manuals - did not originate on the initiative of I.G. Bosch. The industry received orders from the authorities to carry out these exercises, because the aviation ministry had reserved to itself the right/control the air protection in the works. Nor did the works concerned feel enthusiastic about them. Obviously they were rather considered a nuisance."</p> | 1 |
|----|--|---|---|

Table of Contents to
the Document Book for Dr. Fritz ter Meer, Case VI

| Doc. No. | Exh. No. | Contents | Page |
|-------------|-------------|---|------|
| 232 | | Air Protection Law of 21 June 1935 "Air Protection is the duty of the Reich"; it is the responsibility of Reich Minister for Aviation". | 7 |
| 253 | | Second Enactment Order to the Air Protection Law of 4 July 1937 "Whoever erects new buildings or other building constructions, or carries out reconstruction and extension work constituting a considerable increase in the value of existing building, or parts thereof has to adopt building methods complying with air protection requirements. | 11 |
| 254 | | Extract from the first directive for the implementation of art. 1 of the second Enactment order to the Air Protection Law (air raid shelter regulations) of 4 July 1937. "Air raid shelters must be provided throughout the entire Reich territory". | 12 |
| 255 | | Extract from the second directives for applying art. 1 of the second Enactment Order to the Air Protection Law (special building regulations) of 2 September 1939 "if the obligation to provide for air raid shelters cannot be complied with within the buildings themselves air raid shelters must be built separately." | 14 |
| 256 | | Extract from "The strict Air Protection" first instructions of 1 December 1931 "It therefore has been noteworthy for years that not only do the small countries which do not possess sufficient war planes, occupy themselves with civil air protection, but also the big military states in a laxed measure engaged in appropriate pro- tections." "According to the Paris Aviation Agree- ment of May 1926 (concerning provisions for the safeguarding article 19 ^a of the Treaty of Versailles) civil air protection has explicitly been permitted to Germany." "The Air Protection measures in Germany are directed by the Reich Government." "Air Protection measures of the most important European States, according to the situation in the summer of 1931." | 15 |

Table of Contents to
the document book of Dr. Fritz ter Meer, Case VI

| Doc. No. | Exh. No. | Contents | Page |
|-------------|-------------|---|------|
| 257 | | Extract from "Industrial Air Protection", 2nd information leaflet; defense against gas attacks of 15 November 1932. International agreement endorsed by all the participating states outlawing gas attacks cannot be reached, in view of which preparations for protective measures can under no circumstances be dispensed with. | 26 |
| 258 | | Extract from "Industrial Air Protection", 3rd information leaflet, building questions pertaining to works air protection. | 29 |
| 259 | | Extract from "Industrial Air Protection", 4th information leaflet, air protection exercises in industrial plants, with supplement on "practice gases". "In a works' practice gas, the preparatory and defense measures taken by a works prior to, during, and immediately after an air attack can be studied and approximated as closely as possible to reality. The purpose of the works' practice gas is to promote and to check air protection training of persons who take part in the gas." | 32 |
| 260 | | Extract from "Industrial Air Protection", 5th information leaflet, works air protection as pertaining to air protection. | 42 |
| 261 | | Extract from "Industrial Air Protection", 6th information leaflet, pattern of works' air protection plan. | 44 |

Table of Contents to
the Document Book of Dr. Fritz ter Meer, Case VI

| Doc. No. | Nrh. No. | Contents | Page |
|--------------------|-------------|---|------|
| <u>II. Germany</u> | | | |
| 262 | | Affidavit of Jean Orbeck, the former leader of the I.G. security police, on protective measures taken by I.G. against espionage directed against industry and economy. Whether Dr. ter Meer nor any of the other "Sperte" heads had anything to do with the activities of (the Military Liaison Office) Vermittlungsstelle W, Capt. ... In conformity with instructions received, its activity remained confined to counter-intelligence; as to conducting and prosecuting such acts is, according to German Penal Law, not punishable but at no time was it engaged in espionage activities of its own against industry and economy. | 46 |
| 263 | | Affidavit of Fritz Schulz, former I.G. chief counter-intelligence officer (captain-stabschef). The witness states that from the beginning of his activity in March 1937, until the time when he was recalled in February 1940, he had no contact with, and no instructions from Dr. ter Meer. | 51 |
| 264 | | Extract from the regulations of the Reich Penal Code on high treason; version of the Law No. of 24 April 1934. | 54 |
| 265 | | Law of 2 July 1935, to amend the Penal Code; Reich Legal Gazette (Reichsgesetzblatt) 1935, part 1, page 532/33. Greater severity and broadening of the regulations on high treason and treason against the country. | 57 |
| 266 | | Extract from the Service Regulations for counter-intelligence officers with combat works, dated 20 August 1935. | 61 |
| 267 | | Extract from "Supplementary Explanations" to the Service Regulations for counter-intelligence officers drawn up the German High Command, General Command II, dated 15 April 1935. | 68 |

Table of Contents to
the Document Book of Dr. Fritz ter Meer, Case VI

| Doc. No. | Exh. No. | Contents | Page |
|----------|----------|---|------|
| 268 | | extract from the Secrecy Regulations for firms engaged in army contracts, dated 31 January 1939. | |
| 269 | | Circular letter of the Counter-Intelligence Office in Military Area IX, of 13 June 1935, relative to trips abroad by staff members of armament firms. | 74 |
| 270 | | Circular letter of Counter-Intelligence Office in Military Area IX of 25 July 1937, relative to the British Intelligence Service. Sir Thomas Inskip, the British Secretariat Minister hitherto in charge, (according to "Europäische Rundschau" (European Review) April 1937 issue, page 313) recently announced in Parliament that an "Industrial Intelligence Committee for observations in foreign countries" has been created whose task it is to provide for the three British branches of the Armed Forces secret reports on foreign industries." | 75 |
| 271 | | Circular letter of the Counter-Intelligence Office of Military Area IX, of 2 November 1938 regarding the "lack of secrecy observed by high ranking persons in industry" in dealing with foreigners. | 76 |
| 272 | | Circular Decree of the Reichspräsident (provincial governor) of Württemberg, of 25 October 1938, on the duty of preservation of secrecy. "In such cases (failure to observe secrecy) I shall henceforth give thorough investigation and a infraction prosecuted, and therefore I once more stress the ... existing penal regulations. | 77 |
| 273 | | Affidavit of Dr. Paul Busch, the manager of the Imperial Chamber of Industry and Commerce. "By reason of this activity I know that through the office of the Reich-Chamber Ministry, at that time attached to the office of the Provincial Governor for Württemberg, confidential agents were not only employed for I.G., but also for the Reichsindustrie, but | 78 |

Table of Contents to the Document Book
of Dr. Fritz Ter Meer, Case VI

| Doc. Exh. No. No. | Contents | Page : |
|--------------------------------|--|--------|
| | also for other industrial works, as for instance for the supply to the industry of stones and earths, the textile industry, the processing of iron. | |
| <u>III. Mobilization Plans</u> | | |
| 274 | Affidavit by Dipl. Ing. Hans E r o p f , for- merly the head of the Reich Economy Ministry's Field Office in Essen. "Within the competence of the general economic planning measures, and in conjunction with the trade grouping of industry and based on re- quirements ascertained the Reich Economy Mi- nistry has established the production volume and other activities in case of war for each branch of trade and industry. "The individual establishment had no influence on the type or scope of the mobilization assign- ments within the limits of its peacetime pro- duction, manufacture, or activity. They were dictated simply by government order. By virtue of the order rendering it mandatory to give information, dated 13 July 1925, -RGBl. (Reich Legal Gazette) I, page 725, the arrangement of the plant was compelled to take all steps con- ducive to frictionless execution of all mobi- lization assignments, should the case arise." "It has not been to my attention that over and above the government's demands I.G. carried out additional mobilization work." | 80 |
| 275 | Order to provide mandatory information, dated 13 July 1925, RGBl. (Reich Legal Gazette), Part I, No. 53 | 84 |
| 276 | Affidavit Dr. Walter L o n g , former Ministerial Councillor in the Reich Economy Ministry. "Upon instructions from the Reich Economy Mi- nistry supervisory offices and, at a later date, Reich offices, began approximately in 1937 to compile assignment schedules for the establish- ments within their competences." | 87 |

Table of Contents to the Document Book
of Dr. Fritz Ter Meer, Case VI

| Doc. No. | Exh. No. | Contents: | Page: |
|----------|----------|--|-------|
| | | It is not correct that the compiling of assignment schedules was an invention of I.G. Farbenindustrie". | |
| 277 | | Affidavit Dr. Martin Zemeck, of Directorate's Department of I.G.'s Leverkusen works. In the preparation of assignment schedules "I.G. representatives have always endeavored to protect the works' peace production interests by assessing production which served mainly peaceful purposes as high as possible". "At that time the character of all our work in this field was altogether such that it did not permit the thought of aggressive ^{war} to come up at all. | 51 |
| 278 | | Affidavit of Dr. Karl B o b n o i s e r of the Directorate Dept. of I.G. Leverkusen plant. "In working out the operations plan and in order to simplify matters the figures used as a basis were those which had been established for the Reich Office of Statistics for the production year of 1935. In that way it took us very little time to compile the data for the operations plans as we did not attach much importance to that work and felt that it meant an additional burden to us." | 93 |
| 279 | | Affidavit of Dr. Cahn L o e h r , formerly deputy manager of the Tea-Duro (Office of the Technical Committee). "Approximately in 1937 Dr. Ernst A. S t r u e s reported a discussion with the Reich Commissioner for Chemistry, Dr. Klaus Hippwiter, in which I.G. was requested to submit a proposal for a Mobilization Plan for Dyes." | 95 |
| 280 | | Affidavit I.G. of Proburiat (Executive with limb ⁹⁹ ed over to act), Dr. Hans L e h n e r , on the handling of the so-called mobilization questions in the I.G. Ludwigshafen works. | 99 |

Table of Contents to the Document Book
of Dr. Fritz Ter Meer, Case VI

| Doc. No. | Exh. No. | Contents: | Page: |
|----------|----------|--|-------|
| | | "I have always regarded the entire work done in the sphere of mobilization merely as a preparatory means, should a defensive war be forced upon us; the tenor of conversations with official agencies was time and again that it is a foregone conclusion that nothing else but a defensive war can come into question for Germany; I give all the more credit to these declarations as I was most sincerely convinced that for reasons of production possibilities and raw materials' supply, if for no other, Germany would never be in a position to wage a successful war of aggression." | |
| 261 | | Affidavit of Dr. Ernst August Strauss, of 5 January 1948. "The preparation of the so-called 'Mob-Plan' (mobilization plan) under the chairmanship of Sigfried Lauterbach with the cooperation of the Reich Ministry of Economics (Dr. Lohse) and the Reich War Ministry (Dr. Dönitz) was made without any cooperation on the part of Dr. Ter Meer." "I regarded the mobilization-plan as an entirely ridiculous arrangement which was nothing else but an appropriation of the existing capacities of the works." "If I remember correctly Dr. Ter Meer was but on a single occasion after the outbreak of war, i.e. in the office of Military Liaison Office 7 ('Vermittlungsbüro'), at Lochstrasse, where he met Dr. Gorr. At that time also he paid no attention what ever to what was going on at Military Liaison Office 7." | 106 |
| 262 | | Affidavit of Emil Kuster, an employee in the Directorate Department of the I.G. Leverkusen Works. "From this activity I know that before the war the Leverkusen Works had but very few war contracts. If I remember correctly, however, not more than three contracts at the most were involved." | 110 |

Table of Contents to the Document Book
of Dr. Fritz Ter Meer, Case VI

CERTIFICATE OF TRANSLATION

8 February 1948

I, George Goodman, No. 34789 hereby certify that I am thoroughly conversant with the German and English languages, and that the above is a true and correct translation of the table of contents to the document-book of Dr. Fritz ter Meer, case VI.

George GOODMAN, No. 34789.

DOCUMENT BOOK II

for Dr. Fritz ter Meer

I herewith certify that the DOCUMENTS,
nos. 351-361, contained in this Document
Book correspond exactly to the DOCUMENTS
presented to the court.

Wuerzburg, 24 January 1968

Karl Bornemann
Defense Counsel .

C o p y.

Hans Lohm

Frankfurt a. Main, 29 Nov. 1917
Katzelerstrasse 27

I, Hans Lohm, born 21 July 1883, resident at Frankfurt on Main, Katzelerstrasse 27, German citizen, have been duly warned that I render myself subject to punishment if I make a false statement.

I declare under oath that my statement is the whole truth, that it was made voluntarily and not under duress, and that it was executed for presentation as evidence before the Military Tribunal No. VI, at the Place of Justice, Muenster, Germany.

For 26 consecutive years I worked at the Hoechst Farbwerke (formerly Hoechst, Lucius and Bruening), later IG-Werk Hoechst. I entered service with the Hoechst on 1 November 1919, at first as a co-worker in the welfare department, and later served as deputy director of the department for factory administration, and finally as sole director of this department.

Since my sphere of activities included, inter alia, emergency protection, that is the supervision of fire protection and plant security, also the care of hygiene, etc., I was charged in 1931 with the organization of the civilian works air-raid protection by the director of the works at the time, Dr. Herrmann; for at that time the government (for Prussia Braun-Schering) had ordered the establishment of civilian air-raid protection which was expressly granted to Germany under the Paris agreement on aviation of May, 1926 (relative to measures for the observance of Art. 198 of the Versailles treaty):

"Industrial Air-Raid Protection" was a special field within the scheme of these civilian air-raid protective measures. Such industrial protection was also in charge of the local police authorities and hence of the government; however, the "Reich Association of Industry" (later "Reichsgruppe Industrie") incorporated itself together with its rural affiliations as a consultant agency, and for the protection and representation of the interests of the industrial organizations. This procedure was received by the industry with open arms, since it acted as a valuable and effective filter between authorities and organizations, so that exaggerated demands could be intercepted and diverted.

In December 1931, the Reich Association of Industry arranged a lecture in Berlin on the fundamental policies for the organization and establishment of the civilian industrial air-raid protection and the immediate measures to be adopted, as these were compiled in a pamphlet called "Industrial Air-Raid Protection" (1st Journal) issued on 1 December 1931 by the Reich Association of Industry. Express reference was made herein to the fact that the tasks now to be undertaken should in no circumstances be classified as political measures. This reference, incidentally, was also stressed in the meetings held by the local police administrators for the enlightenment of the population on civilian air-raid protection. As far as I was informed, all classes of the population, representatives of the officials, the parties, the employer and employee organizations, etc., were invited to such instructive discussions.

The Director of the Plant sent me to the above-mentioned lecture in Berlin and instructed me to make a report at the next session of the Technical Board after my return.

Following my report it was decided to apply the policies of the British Association of Industry by investigating and possibly increasing the plant's emergency security insofar as this was in the interest of the accident protection of the workers and the security of the production sites; however, projects which did not serve the actual objects of the plant were to be avoided.

Herr Jaehne who was my superior in my capacity as plant air-raid protection director, and to whom all plans were submitted for approval, tenaciously adhered to the view that excesses of capital on purchase of buildings - not of direct service to the real purposes of the works, must be avoided.

I remember that I once (still prior to the outbreak of war) rejected an entire budget at the instigation of Herr Jaehne, on the occasion of a discussion of the budget of the "Research Center (Forschungszentrum) for industrial air-raid protection", since Herr Jaehne considered the demands to be excessive and undesirable, and especially since he feared that the more means this organization had, the more actively would it interfere with the work of and become a charge on the works.

Going to the peculiar conditions within the chemical industry, emergency security was generally much more comprehensive than in other organizations, quite apart from any consideration of the effects of air attacks. Particularly the protection against released industrial gases, similar to the situation in the mines, required the constant availability of heavy breath-protecting equipment by trained personnel plus a large supply of gas masks, as well as all kinds of

DOCUMENT BOOK II IER MEER No.251
EXHIBIT IER MEER No.

material needed for transportation and first aid. Quite obviously it was a simple matter with such a comprehensive emergency service to successfully counter the authorities' queries regarding the condition of works air-raid protection and material on hand than it was for organizations which by their nature did not need such an emergency security system and, therefore, kept such expenditure at a minimum.

Air-raid protection drills and "air-raid protection games" - the expression "war games on maps" is wrong and is not to be found anywhere in the pamphlets issued, as far as I know - did not originate at the investigation of IG-Farben. Their performance was forced upon the industry by the officials, for the Air Ministry had reserved to itself the right to control the state of air-raid protection at the works. By no means were these drills and games welcomed by the plants concerned, but naturally ^{they were regarded} rather as a nuisance. But their rejection would have resulted in endangering the "filter effect" of the Reichsgruppe Industrie which had been established as a liaison between authorities and organizations. Since other types of works would have had to incur special expenditure for air-raid protection, naturally those plants were selected for these performances which had something to show owing to their old-established emergency service.

The personnel employed on dealing with damage did not need any special training in the Aachst works. They were composed of the same workmen under the same engineers, construction bosses, and charge-hands who dealt with breakdowns arising in normal operations (broken pipes,

gas locks, building damages, etc.).

At the start of the second world war, at the beginning of September 1939, the IG-Werk Hoechst had a well equipped emergency service and trained personnel. But the bomb protection for the works complement was only partially and in places only provisionally prepared, elsewhere had not yet been begun, so that some of the men voiced their strong disapproval. The works were really not ready for war in regard to the protective measures against the effects of an air attack, and I am firmly convinced that the works management, had it actually believed that war was imminent, would have had different provisions. Thus it happened that only at the end of the war was the first and only air-raid protection plan completed.

When it turned out during the pre-war years that certain "area centers for air-raid protection" made very extensive demands locally, the IG-Hoechst-Werke was designated as the central agency for all air-raid protection matters with Herr Joeline as the chairman of the technical committee (Toko). I learned through numerous conversations with Herr Joeline and from many of his directives that whenever individual works received excessive demands by local agencies, he put the brake on them by rejecting their requests for the necessary funds. The individual works were instructed to submit ^{estimates} for projected air-raid protection measures, which amounts were often out. The Department for air-raid protection with the Reich Association of Industry (Reichsgruppe Industrie) was reportedly called upon to assist in the refusal of excessive requests.

Frankfurt am Main,
30 November 1947

signed: Hans POELM
(Hans Poelm)

DOCUMENT BOOK II TER LEER No.251
EXHIBIT TER LEER No.

Sworn to and signed before me, in Frankfurt am Main, on
30 November 1947, by Hana Posim, commercial employee, retired,
resident at Frankfurt am Main, Metalarstrasse 27, known to me
to be the person making this affidavit.

Frankfurt am Main,
30 November 1947

signed: Bornemann
(Karl Bornemann)
Assistant Defense Counsel at the
Military Tribunal in Nuernberg,
in Case VI

I herewith certify that the above is a true and correct
copy of the original.

Nuernberg, 23 January 1948

signed: Bornemann
Karl Bornemann
Defense Counsel for the
Defendant, Dr. ter Leer

CERTIFICATE OF TRANSLATION

8 February 1948

I, George Goodwin, No. 34789, hereby certify that I am
thoroughly conversant with the English and German languages,
and that the above is a true and correct translation of
document book ter Leer II, No. 251.

George GOODWIN, No.34789.

Weich Reich Gazette

Part I

| Date | Contents | Page |
|--------------|---|--------|
| 1935 | Published in Berlin, 4 July 1935 | No. 65 |
| 26 June 1935 | Air Raid Preparations Law | 827 |
| 26 June 1935 | Law on the withdrawal of the designation right to bear a Wehrmacht Service | 829 |
| 21 June 1935 | Ordinance on the locality of Aufsichtsrat elections | 829 |
| 28 June 1935 | Second Ordinance for the implementation of the Theater Law | 829 |
| 30 June 1935 | Publication of the new text of the general law for industrial taxation | 831 |

Air Raid Protection Law
of 26 June, 1935

The Reichs government has decided to enact the following law which
is published herewith:

§ 1

1) The air-raid protection is a task for the Reich and is the
responsibility of the Reichs Minister of the Air.

(2) For the execution of the air-raid protection, the Reichs
Minister of the Air makes use of the regular police and control
police authorities in addition to the Reichs Air Administration
and other authorities. He can also demand the assistance of other authorities
and facilities of districts, communities, community organizations
and other corporations of the public law. The Reichs Minister of
the Air acts in questions of basic nature, in accord with the re-
spective ministers.

(3) If through the use for purposes of air-raid protection,
special fees arise for the districts, communities, community or-
ganizations, and other corporations of the public law, the Reichs
Minister of the Air is to bear them.

§ 2

(1) All Germans are subject to service as well as to other acts, submission and instigations which are necessary for the execution of air-raid protection (air-raid protection duty).

(2) Foreigners and stateless subjects, who reside, sojourn or who have possessions in Germany are subject to air-raid protection duty as long as there are no state agreements or generally recognized regulations of international law to the contrary.

(3) All judicial persons, with legal organizations, institutions and agencies of public law or private law, are further subject to air-raid protection duty as long as they have their seat, settlement, or possessions in Germany.

§ 3

Persons who by their age or their health seem unfit, cannot be called or drafted for personal duty in the air-raid protection. The same applies to persons whose drafting cannot be coordinated with their professional coordinated duties to the people's community especially with duties of a public-law position.

§ 4

The extent and the contents of the air-raid protection duty will be determined in the regulations for the execution. The permanent removal or restriction of loaded property will be done according to the expropriation law.

§ 5

The drafting for the air-raid protection duty will be done through police decrees, if the regulations for the execution do not prescribe it otherwise.

§ 6

If and to what extent compensations and indemnifications are to be granted, will be determined in the regulations for the execution. For personal service, basically no compensation is granted.

§ 7

Persons active in the air-raid protection are not allowed to make unauthorized use of information concerning business or management conditions which they have gained by executing their service, or to communicate the same to other persons; secrecy is to be maintained about facts, about whose secrecy the persons concerned have a justified interest.

§ 8

Those who want to sell material or means for air-raid protection, or to give instruction about questions concerning air-raid protection, or to give speeches, publish or distribute writings, or to show publicly plans or pictures, or who want to make an air-raid protection exhibition, need the approval of the Reichminister of the Air, or of the authorities designated by him.

§ 9

(1) Those who act against the regulations as contained in art. 2 or art. 8 or the legal decrees based thereon, will be punished with imprisonment or a fine up to 150 marks, if other laws do not provide heavier punishments.

(2) Those who commit the act after they have already been legally punished for acts against art. 2 or art. 8, or those who act against the regulation contained in art. 7, will be punished with imprisonment and/or a fine.

§ 10

Those who hinder or try to hinder, someone else from executing his duties according to art. 2, 7 or 8 who publicly urge or instigate offenses according to art. 9 will be punished with imprisonment and/or a fine, if other laws do not provide for heavier punishment. In especially serious cases, detention in a house of correction can be imposed.

§ 11

The Reichsversicherungsamt ^{of the Reich} ordered as follows:

1. In Para. 5 of art. 37, Sect. 1, the following words are stricken:

"The agencies within the sphere of the Reichsministerium of the Air."

2. The following paragraph will be added after Para. 5 of art. 37, section 1:

"5a) The agencies within the sphere of the Reichsministerium of the Air, including the administrative agencies of the air-raid protection, and the air-raid protective practices or agencies for the air-raid protection training recognized by the Reichsminister of the Air."

3. Last art. 542, the following will be added after 545a:

" 545c

"For the air-raid protection practices insured, as described in art. 537, Sect. 1, Para. 5a, and regulated by the Reichsminister of the Air, the insurance protection is only valid if persons are drafted by the request of the competent authorities to perform special tasks.

4. The following words will be added after (537, Sect. 1, Para 4b) in art. 534 a:

"As an administrative agency of the air-raid protection and of the air-raid protection practices or agencies for air-raid protection training, recognized by the Reichsminister of the Air (art. 537, Sect. 1, Para. 5a)"

5. In art. 569b, Sect. 1, shall be formulated as follows:

"As the years income for the insured who are employed in fire fighting, in agencies for assistance in cases of misfortune, in administrative agencies of air-raid protection and air-raid protection practices regulated by the Reichsminister for Air or agencies for instruction of air-raid protection without that being their main occupation just as for life-savers the income of the calendar year, prior to the accident, will be used.

6. The following will be added after art. 624 as art. 624a:

"Art. 624a

The Reich further guarantees the insurance for air-raid protection practices or agencies for air-raid protection training recognized by the Reichsminister of the Air, even if they are not carried out for the benefit of the Reich. This does not apply for agencies and activities which are parts of another agency coming under the accident insurance."

Art. 12

The Reichsminister of the Air is empowered to issue legal decrees and general administrative regulations, in agreement with the respective Reichsministers, for the execution of this law. In turn, it can be ordered that the Reichsminister of the Air can transfer the powers given him by this law, to another authority.

Berlin, 26 June 1935.

The Fuehrer and Reichschancellor
Adolph Hitler

The Reichsminister of the Air
Goering

LOGUMENT BOOK II FOR USSR No. 252
EXHIBIT FOR USSR No.

CERTIFICATE OF TRANSLATION

6 February 1946

I, WILLIAM EVANS SKIB GIBB, LT (jg) USN, 391590, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of such document.

WILLIAM EVANS SKIB GIBB
LT (jg) USN
391590

566 Reichsgesetzblatt, 1937, Part. I

Second Order for the Supplementation of the Air-raid
Protection Law.

Of May 1937.

According to Art. 12 of the Air-raid Protection Law
of 26 June 1935 (Reichsgesetzblatt I, page 827) and with the approval
of the competent Reich Ministers, the following order is made:

Art. 1

(1) Anyone erecting new buildings or other building in-
stallations, or carrying out conversions or extensions of buildings
which constitute a material increase in value of an existing
building or part of a building, has to take constructional
measures in conformity with the requirements of air-raid pro-
tection.

(2) More detailed directives on the scope of such measures
will be issued by the Reich Labor Minister in conjunction with
the Reich Minister of Aviation and the Chief Commander of
the Air Arm.

Art. 2

In cases of conversions and extensions to buildings, the
obligation of Art. 1 will also apply to those portions of the
existing premises not affected by the conversion and extension,
if the extra costs caused thereby can be equitably charged to
the party concerned.

Art. 3

(1) The supervision of the compliance with this order is
the duty of the building police authorities. The building
police authorities may take the necessary steps to enforce
the order by means of police orders. Competence and procedure will
be governed by the pertinent regulations. The proceedings are
free of fees, provided they result from measures serving the
compliance with Arts. 1 and 2.

(2) The regulations of Art. 17 and Art. 21, para. 1 and 2,
of the First Order for the Supplementation of the Air-raid
Protection Law of 4 May 1937 (Reichsgesetzblatt I, page 599) will be
applied as may be appropriate.

Berlin, 4 May 1937.

The Reich Minister of Aviation and Chief Commander of the
Air Force

G e o r g e

The Reich Minister of Labor
in Vertretung

Lr. E r o h n

DOCUMENT BOOK II SER. No. 253
EXHIBIT No. SER No. ...

CERTIFICATE OF TRANSLATION

6 February 1948

I, George Goodman, No. 34 789, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation
of document book II, top cover, No. 253, exhibit top cover, No. ..

George GOODMAN,
No. 34 789.

568 Reichs-Anzeiger, 1937, Part 1.

First Directives concerning Art. 1 of the Second
Order for implementing the
Air-raid Protection Law.

(Air-raid Shelter Regulations).

4 May 1937

According to Art. 1 sec. 2, of the Second Order for the
Implementation of the Air-raid Protection Law of 4 May 1937 (Reichs-
Anzeiger I, p. 556), and with the approval of the Reich Minister
of Aviation and Chief Commander of the Air Force, the following
is decreed relative to the construction of air-raid shelters
within buildings:

I. Section.
General.

1. Air-raid shelters are to be provided in the whole of
Germany and its territory.
2. Regulations on air-raid shelters outside buildings - i.e.
shelters as separate buildings - will be issued separately.
3. The shelter will protect the inhabitants in case of air-
attacks against the effects of high explosive bombs, and speci-
fically against air blast, air suction, bomb splinters, and
building debris, as well as against chemical warfare agents.

.....

574 Reichsgesetzblatt, 1937, Part I

Section VIII.

Participation of the Reich Air-raid Protection League and the Reichsgruppe Industrie (Reich Group Industry).

50. The building police authorities are authorized to enlist the cooperation of other agencies, including particularly the Consulting Agency for Building of the Reich Air-raid Protection League with regard to all problems of self-defense and extended self-defense, and the works Air-raid Protection Confidential Agencies of the Reichsgruppe Industrie in regard to all problems of works Air-raid Protection.

Berlin, 4 May 1937

The Reich Minister of Labor

In Vertretung

Dr. Krohn

The Reich Minister of the Air and Chief Commandant
of the Air Force

G o o r i n g .

CERTIFICATE OF TRANSLATION

6 February 1948

I, George Goodwin, No. 34 789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document book II, for ABER No. 294, exhibit for ABER No.

George GOODWIN
No. 34 789.

Reich Legal Gazette

No. 160 - Date of Publication: 3 September 1939 1581

Second provisions under Article 1
of the second regulation pursuant to the air raid
precaution law,
(special building regulations).

Of 2 September 1939.

On the basis of Article 1 paragraph 2 of the second
regulation pursuant to the air raid precaution law
dated 4 May 1937 (Reich Legal Gazette I, Page 566)
the following is ordered regarding the construction of
air-raid shelters outside buildings (air raid shelters
as separate buildings) in agreement with the Reich
Minister for Aviation and Commander in Chief of the Luft-
waffe:

I. General.

1.) If the obligation to construct air raid shelters
cannot be fulfilled inside of buildings.

2.) Separate buildings are one-storey, air raid
shelter installations situated either above or below ground-
level outside the buildings.

3.) For the erection of air raid shelters as sepa-
rate buildings the shelter regulations dated 4 May 1937
(Reich Legal Gazette I, Page 568) are applicable as far
as nothing else is ordered subsequently.

4.) For separate buildings which are not constructed
of bricks or concrete according to the regulations follo-
wing, a building permit in accordance with Article 8
of the air raid precaution law has to be obtained from
the Reich office of the Luftwaffe for air raid pre-
cautions.

5.) Further demands on the basis of other regulations
remain unaltered.

---.---.---

Berlin, 2 September 1939.

The Reich Minister for Labor

Franz Seldte

DOCUMENT BOOK II TAR LEER No. 255
KINSHIP TER LEER No.

CERTIFICATE OF TRANSLATION

5 February 1948

I, John POSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book II tar Leer No. 255.

John POSBERRY,
No. 20179

DOCUMENTS BOOK IN THE SERIES No. 256
SERIALS TER MEER No.

Works air raid precautions

1st Leaflet

Edited by the
Reich Association of
German Industry

DOCUMENT BOOK II THE MEER No. 256
EXHIBIT THE MEER No.

(page 2 of original)

Industrial air raid precautions
1st leaflet

Berlin, 1 December 1931

(page 3 of original)

Table of contents.

| | Page |
|--|------|
| I. Short statements on aerial warfare | 5 |
| II. Organization of air raid precautions in Germany | 6 |
| A. General | 6 |
| B. Industrial Air Raid Precautions | 6 |
| III. Proposals for air raid precautionary measures in individual firms | 7 |
| A. Management of air raid precautionary work | 7 |
| B. Warning and alert service | 8 |
| 1. Liaison with the public air raid warning service | 9 |
| 2. Plant measures based on notification by the air raid warning service | 9 |
| a) Preparation | 9 |
| b) Plant alert | 10 |
| c) End of the plant alert and return to work | 11 |
| 3. Preparation for passing on alert signals | 11 |
| C. Employees | 12 |
| 1. General | 12 |
| 2. Distribution of employees | 13 |
| D. Camouflage | 14 |
| 1. By day | 14 |
| a) making recognition more difficult | 14 |
| b) Smoke screens | 14 |
| 2. By night | 15 |
| a) black | 15 |
| b) belled barrage | 15 |
| 3. Dummy works | 15 |
| E. Structural Measures | 15 |
| 1. New structures and structural changes | 15 |
| 2. Existing structures | 17 |
| IV. Points of view for the execution of the proposals according to III. | 17 |

DOCUMENT BOOK II PER MESS No. 256
EXHIBIT PER MESS No.

(page 4 of original)

V. Final remarks 18

Enclosures:

Enclosure I: Military aerial equipment of some nations, approximately according to the position on 1 June 1931 . . . 19

" II: Aerial weapons and protective measures 20

" III: Air raid precautions of the most important European nations according to the position of summer 1931 . . . 24

" IV: Present-day situation of Germany taking into account the air-armaments of France and Poland 29

" V: Regional Industrial Organization (Confidential agents) 33

(page 5 of original)

Short statements on aerial warfare.

1. The development of aviation - chiefly in the second half of the world war already made it possible to harass somewhat adjoining the fighting territory, even though the effect of air raids - apart from unfortunate accidents was generally negligible from the economic standpoint as well as from the point of view of warfare.

2. The tremendous increase in the number of military airplanes (Appendix I) which set in during the postwar period in all nations - with the exception of the central powers -, combined with considerable improvements in the construction of both airplane and bomb (Appendix II) has led to the result that now, by and large the whole territory of the countries at war will be liable to exceedingly effective air-attacks; large cities, especially the centres of government, traffic- and power installations and, above all centres for production of goods of importance to the war or the life of the nation - i.e. the greater part of the industry of each country - will be the chief targets of the air attacks.

3. By numerous military exercises - particularly in England and France - it was discovered that even the best military air defence by own fighter squadrons does not render obsolete measures of civil air raid precaution. Because of this, it can be observed, that not only the smaller countries, who do not have a sufficient number of war-planes at their disposal, have occupied themselves with work on civil air raid precaution but for a number of years, the big military powers have also been making appropriate preparations on a large scale. (Appendix III).

4. Germany, who does not have any military airplanes at all, and only very few anti-aircraft guns, is probably the only European nation of any importance who has so far not concerned herself with any air raid precautions at all. At that the Reich territory is in the most unfavorable position imaginable; the three border nations in the West, East and South-East, - France, Czechoslovakia and Poland -, who are politically closely connected are in a position to attack every point in Germany within a few hours in a most effective way with bombs of all kinds by using their numerous, excellently trained squadrons of airplanes; (Appendix IV);

(page 6 of original)

a fact, the political implications of which have probably as yet never been fully realized in Germany.

- 5a -

(page 6 of original)

5. The problem to be solved is an exceedingly complicated one.

6. Every city, every enterprise may be the target of the air-attack, - which is possible also as a surprise attack without a declaration of war, - and is therefore to be considered an object for preparatory air raid precautions.

7. Only if the civilian population and suitable organizations cooperate in appropriate manner on the preparation of the air raid precautions which can not be improvised, will the official agencies be in a position to solve the difficult problem confronting them.

(page 6 of original)

8. The work planned is in no way to be regarded as a political measure; it is rather in the interest of every individual enterprise to protect itself, in the same way as against fire, against the tremendous dangers that threaten the plant from aerial bombardment.

II. Organization of air raid precautions in Germany.

A. General.

1. Civilian air raid precautions are expressly permitted to Germany on the basis of the Paris agreement on air traffic of May 1926 (concerning measures for the safeguarding of article 198 of the treaty of Versailles).

2. All work connected with air raid precautions in Germany is managed by the Reich government.

3. Advisory bodies for civilian air raid precautions in the various towns and villages are the local Air Defense Advisory Boards which are to be set up by the end of 1931. Headed by the local police administrator they will include: community, administration, fire-brigade, Red Cross, Emergency Repair Squad, economy etc.

B. Industrial air raid precautions.

4. One of the main duties of civilian air raid precautions are the industrial air raid precautions which hold a special place of their own.

5. According to regulations, every firm will, within the framework of the general measures of the governmental agencies, have to take care of the execution of air raid precautions jobs in its own plant.

(page 7 of original)

6. The advising of the firms about jobs to be done has been taken over in agreement with the Reich agencies and with the concurrence of the Praesidium and Vorstand, by the management of the Reich Association of German Industry assisted by a special committee for industrial air raid precautions.

7. The local advising of industrial enterprise necessary in addition to this central management, especially the representation of industrial matters with the local governmental agencies and the local Luftschutzbereitschaft will generally be the job of the regional associations of the Reich association of the German Industry (for details see Appendix 5), who in turn, will where necessary appoint industrial confidential agents.

8. It is desirable that these confidential agents will cooperate closely or become members of the official Luftschutzbeiräte which are in the process of being established in order to secure the necessary connection with the general measures of the ministries under all conditions.

(page 24 of original)

Appendix III
to the first leaflet on Industrial
Air Defense of the Reich Association
of German Industry.

Air raid protection measures of the most important European nations as in the summer of 1931.

The larger European nations, with the exception of Germany, have already been preparing themselves for the next year with air raid protection measures.

In some countries the main part of the responsibility lies with the government, in others the air raid protection work develops on the initiative of private organizations.

The air raid protection measures of the most important European countries as far as they are known, will be outlined briefly below:

F r a n c e .

Only in 1926 did it become known that under the chairmanship of Marshal Lyautey the "Committee for Aviation" had started work.

In 1930, 3,3 milliard Francs were authorized for air armament of which 400 milliard Francs were for the purposes of air defense.

A fixed program to be executed by 1 January 1935 - was laid down and on 9 February 1931 Marshal Pétain was appointed General Inspector of the territorial air defense.

In spite of the large funds available it is understood that in many cases only temporary solutions will be possible.

Priority has been given to the work of organizing the air report services.

The re-location of a part of the industry out of Paris has been seriously considered; among other things it is known that for the purpose of decentralization of industries of war importance several powder plants have been erected in Brittany and in the vicinity of Lyon.

(page 25 of original)

Furthermore it has been decided to build on the coast large subterranean petrol containers, (2 million tons, cost 42 Million Reichsmark), from which the fleet can, if necessary, draw their fuel.

By an order by the War Ministry of 1926, the civilian population of the border regions must be instructed in anti-gas precautions. The installation of gas mask depots in the individual communities was ordered and the formation of decontamination squads on the principles of the fire brigade advised. Schuttkinderen in these districts receive instruction once a week, in a 2-hour lecture, in the handling of a gas mask.

England.

Centre of danger is London which is 200 Km distant from the coast, and which is safeguarded by an excellent alarm net. The complement of the alarm service is made up of volunteers of all professions and ages, who are instructed, in regularly repeated air defense exercises, in the technique of alarm service.

The defense headquarters have been installed in the Southern suburbs of London below ground and are bomb proof.

It is under discussion whether shelters should be provided against high explosive and gas bombs for the civilian population by making use of the lowlying London underground railway. In places situated at a distance from the tube net it is planned to erect special shelters.

Schuttkinderen are being regularly instructed on behavior during mock air attack.

In addition to official bodies many influential clubs are also taking an interest in the question of air defense.

- 5 -

Characteristic for the English point of view is the following statement by the Earl of Harlebury, the Chairman of the very reputable League of Nations Society:

"The question of the future is not, how the trained troops, but how the untrained civilians will fare".

(page 26 of original)

Czechoslovakia.

In spring 1930 an Advisory Board (Beirat) for passive air defense for the civilian population' was founded which, on the basis of directives issued by the National Defense Ministry, had to organize the participation of the civilian population during the large scale manoeuvres of air forces at Olmütz in the fall of last year. As a result of this exercise it was discovered among other things, that the civil air defenses which are chiefly to be executed by the civilian population are not very satisfactory.

Holland.

In Holland, by order of the War Ministry and in collaboration with the representatives of the Dutch committee, air defense directives for the regions of the country have been worked out.

.....

Poland.

After the president of the republic had taken over the protectorate of the air and gas defense league which had been founded in the fall of 1929, this league worked in constant touch with the governmental offices.

(page 27 of original)

Nearly ten million zlotys, in addition to an initial entry fee of 1 zloty, a monthly fee of 50 Groschen. These enormous funds make it possible for exercises or public meetings to be held almost every week which, especially in the border districts, are being announced by inspiring appeals.

.....

Publications so far include "temporary regulations against air and gas attacks on the tracks of the Polish state railways" (1927) and as executive rules for them the "Circular for Railway-men" (1928).

- 10 -

R u s s i a

1927 the president of the council of people's commissars took over the leadership of the Osvivichin, an organization under state supervision for the promotion of aerial and chemical weapons.

This organization which extends over the whole of the country has to investigate and execute all works for the preparation of the population for air and gas defense. In addition to government funds considerable membership fees are available.

It is planned to increase the number of members, through the agency of the 5 year plan, from 5 to about 13 millions.

In addition the government is also working independently on some fields of air defense; for instance they are busy trying to give good air protection to the most important railroad stations on the eastern border. However exercises are held,

(page 28 of original)

.....

I n

S w e d e n

the Stockholm air defense association is occupied with taking measures for the defense of the capital against air attacks, as directed by the competent military authorities.

F r o m

C o n c u r r e n t c o u n t r i e s

it is known above all, that the United States of America and Japan have of late been working on civil air defense jobs.

- 25 -

DOCUMENT BOOK II TER KEER No. 256
EXHIBIT TER KEER No.

CERTIFICATE OF TRANSLATION

6 February 1948

I, John FOUCHERY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document No. II ter Keer No. 256.

John FOUCHERY,
No. 20179.

Works air raid
precautions

Industrial air raid
precautions

2nd leaflet: defense against gas attacks

competent by the
Reich Association of
German Industry.

DOCUMENT BOOK II TSP TSP No. 257
EXHIBIT TSP TSP No.

- 2 -

Industrial air raid precautions

2nd leaflet: defence against gas attacks

Berlin 15 November 1932

- 27 -

- 3 -

(page 1 of original)

Defenses against gas attacks.

1. As experience has shown that international agreements on a prohibition of gas attacks recognized by all participating nations cannot be enforced, in no circumstances can the preparation of protective measures be neglected.

.....

(page 1 of Appendix 1 of original)

Appendix 1

Reich Association of German Industry

2nd leaflet: Defenses against gas attacks.

Chemical warfare agents
and other gas dangers

(General Survey)

1. According to available information the development of chemical gases has not so far progressed much further than the position at the end of the great war, so that the chemical warfare agents used at that time can serve as basis for these explanations.

.....

CERTIFICATE OF TRANSLATION

6 February 1948

I, John POSSELY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document book II Ref. No. 257.

John POSSELY,
No. 20179.

DOCUMENT BOOK II ESR HEER No. 240
EXHIBIT E.S. HEER No.

Plant air raid precautions

~~Industrial-air-raid-precautions~~

3rd leaflet:

Structural questions in connection with factory
air raid precautions

compiled by
Reich Office
of the German Industry
Political Economy Department

II
DOCUMENT BOOK/EXHIBIT No. 258
EXHIBIT PER ORDER No.

- 2 -

Industrial air raid precautions

3rd leaflet: Structural questions in connection with
factory air raid precautions.

Berlin, 15 December 1933.

- 30 -

- 3 -

General explanation.

1. For the protection of the employees and of the works installations against the effects of air attacks structural measures are necessary.
2. Main considerations for structural protective measures in already existing industrial installations are contained in Appendix 1.
3. Main consideration for air raid precautions in the case of new industrial installations or extensions to works are contained in Appendix 2.
4. Detailed proposals for the construction and equipping of shelters are given in Appendix 3. (drawings compare appendix).
5. Main considerations for the work management and the head of the works air raid precautions for the preparations and execution of the structural protective measures are given in Appendix 4.

DOCUMENT BOOK II TER MEER No. 258
EXHIBIT TER MEER No.

CERTIFICATE OF TRANSLATION

9 February 1948

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John FOSBERRY,
No. 20179.

DOCUMENT BOOK II SER. HEER No. 259
SERIES FOR HEER No.

Works air raid precautions

Industrial-air-raid-precautions

4th leaflet: air raid precaution exercises of
industrial plants.

Compiled by the
Reich Association of
German Industry

DOCUMENT BOOK II GER MEER No. 259
EXHIBIT FOR MEER No.

- 2 -

Industrial air raid precautions

4th leaflet: Air raid precautionary measures of
industrial plants.

Berlin, 15 November 1932.

- 33 -

DOCUMENTS BOOK II TER MEER No. 259
EXHIBIT TER MEER No.

- 3 -

Contents.

| | Page |
|---|------|
| I. Purpose of air raid precautionary exercises | 5 |
| II. Types of air raid precautionary exercises | 5 |
| a) Individual plant exercises | 5 |
| b) communal exercises | 6 |
| III. Duties of the confidential agents | 6 |
| IV. Activity of the works air raid precautions leaders | 7 |
| a) up to the preliminary alarm | 7 |
| b) between preliminary alarm and alert | 8 |
| c) during the alert | 8 |
| 1) between "end of alert" and "aerial danger past" | 9 |
| e) when the "aerial danger past" signal is given. | 11 |
| V. Command post of the works air raid precaution leader | 11 |
| VI. Employees | 12 |
| VII. Referees | 13 |
| VIII. Onlookers | 13 |
| IX. Costs of the exercises | 15 |
| X. Final reports | 16 |

- 4 -

(page 5 of original)

I. Purpose of the air raid precautions exercises.

1. Modern civil air defense is something absolutely new.
2. Industrial air defense exercises make it possible to gain a useful impression of the duties in question and of the necessary jobs involved.
3. By exercises the special training of works management and employees is being assisted, the prepared organizations and protective measures are tested as to their suitability and - at exercises on a larger scale - the cooperation of the works management with the management of the air defense locality and the official alarm service is checked.
4. Only exercises by fully employed works can give the most useful results.
5. Exercises can be carried out, with benefit, in each phase of the preparatory work.
6. The total duration of an exercise will as a rule not exceed one to two hours.

II. Types of air raid precaution exercise.

7. One can differentiate between:
 - a) Exercises in full, which includes all parts of the plant, and
 - b) Management exercises which are restricted to the plant air raid precaution management.
8. Numerous intermediate solutions are possible.
9. Exercises of the industrial air defense can be carried out independently by one individual plant or as communal exercises with the local civil air raid precautions organization under the supervision of the police headquarters or of the airport- and air raid warning service organized by the military authorities.

.....

- 5 -

(page 7 of original)

.....

IV. Activity of the plant air raid precaution leaders.

16. The plant air raid precaution leader prepares the exercise and, in agreement with the participating offices, carries it out; he is alone responsible for carrying out all protective measures.

.....

(page 13 of original)

.....

VIII. Spectators.

5a. The Plant Air Raid Precaution Leader will decide, in agreement with the plant management, the confidential agent and the exercise leaders, on the participation of spectators; their number will have to be restricted in accordance with the amount of space available in the plant.

- 6 -

Industrial air raid precautions

4th leaflet (supplement)

Air raid precaution exercises of industrial plants

Planned exercises

compiled by the Reich
Bureau of German
Industry.

Berlin, 15 January 1934.

17

- 37 -

- 7 -

(page 19 of the supplement to the original)

Planned exercises

I. General.

1. In a planned plant exercise, the preparatory and defense measures of a plant prior to, during and immediately after an air attack can be carried out on the basis of a large scale works plan as realistically as possible.

2. Purpose of the planned plant exercise is to assist and check the air raid precautions training of the persons participating in the exercise.

3. The planning of the planned exercise depends always on the purpose to be achieved, for instance a planned exercise of the plant air raid squad, of the plant fire brigade, full planned exercise etc.

4. The period between the calling out the air raid precautions squad and the restarting of production after the end of the attack should be taken into consideration for the planned exercise.

5. In "large" planned exercises (compare 10) it is advisable that the plant air raid precaution head should be made familiar with the difficulties he will have to deal with in the course of an air attack.

6. In "small planned exercises" (compare 11) the head of the plant air raid precautions will train his collaborators etc.

7. The producer of the planned exercise will develop the exercise on the basis of special effects provided by him or the referee and descriptions of conditions.

8. Special effects consist chiefly of information on the enemy attacking operation and their effects; they are to force the leader of the plant air raid precautions to make decisions.

9. Descriptions of conditions and the position at the site of the exercise will be given to the work squad leaders on duty as a basis for their operations.

10. The controller of a "large" planned exercise will be the confidential office competent for the plant

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(page 19 of the supplement of original,
cont'd)

or a person to be appointed by it; only in exceptional cases the plant management.

11. Small planned exercises will generally be led by either the leader of the plant air raid precautions organisation or by his deputy.

- 8 -

(page 20 of the supplement of the original)

12. Referees can be appointed to assist the head of the exercise.

13. The following must participate actively in a planned exercise: the leader of the plant air raid precautions organisation and the work squad leaders concerned; further, all persons, who can give orders independently in the event of defense against an air attack, for example observers, orderlies, foreman etc.

14. Planned exercises should always take place in a large well lit room, so that each spectator can participate successfully; however, for training reasons, it may be desirable to hold the planned exercise in the command post of the leader of the plant air raid precautions organisation.

15. The participation of spectators - especially district- and local confidential agents as well as heads of plant air raid precautions organisations - in large planned exercises (compare 10) is always desirable in the interests of training, however, the danger of the planned exercise being disturbed by numerous spectators has always to be considered.

DOCUMENT BOOK II TER MEER No. 259
EXHIBIT TER MEER No.

Association for the preservation
common economic interests in the Rheinland
and Westphalia Duesseldorf (Stahlhof)

as

Regional confidential office of the Reich Estate
of German Industry for Plant Air Raid
Precautions.

Planned exercises in industrial
air raid precautions.

(Observations on the supplement of
the 4th leaflet - air raid precautionary
exercises of industrial plants - of the
Reich office of the German Industry)

DOCUMENT BOOK II TER MEER No. 259
EXHIBIT TER MEER No.

- 2 -
(page 3 of the original)

II. Characteristics of planned exercises.

Air raid precautions planned exercises are to be carried out as a kind of tactical exercise which has been prepared on a map-plan of adequate dimensions, drawn to scale and permits of a survey. (Item 39/40 in 4th Leaflet). This map can thereby be replaced or supplemented by a plant model, prepared in a so-called sandbox.

.....

CERTIFICATE OF TRANSLATION

6 February 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book II ter Meer No. 259.

John FOSBERRY,
No. 20179

DOCUMENT BOOK AT RCM: 430 No. 270
EXHIBIT TABULAR No.

Plant Air Raid Precautions

Industrial

Air Raid Precautions

5th leaflet:

Plant Fire Precautions within the meaning of
Air Raid Protection

Edited by the
Reichsstand of
German Industry,
Economic-political
Department

Industrial Air Raid Precautions
5th leaflet: Plant Fire Precautions within the
meaning of Air Raid Protection.

Berlin, 15 August 1933

CERTIFICATE OF TRANSLATION

6 February 1948

I, George GOODMAN, No.34789, hereby certify that
I am thoroughly conversant with the English and
German languages, and that the above is a true
and correct translation of DOCUMENT BOOK II
TER MEER No.260

George GOODMAN,
No.34789

DOCUMENT BOOK II PER MEER No.261
EXHIBIT TER MEER No.

Confidential !

I n d u s t r i a l
A i r R a i d P r e c a u t i o n s
5th Leaflet
Model of Plant Air Raid Protection Plan

Edited by the
Reichsstend
of German Industry
Economic-Political Dept.

- 2 -

Confidential !

Industrial Air Raid Protection

5th Leaflet: Model of a Plant Air Raid Protection
Plan

Berlin, 15 August 1933

CERTIFICATE OF TRANSLATION

6 February 1949

I, George GOODMAN, No.34789, hereby certify
that I am thoroughly conversant with the English
and German languages, and that the above is a
true and correct translation of DOCUMENT BOOK II
TER MEER No.261

George GOODMAN,
No. 34789.

- 45 -

Affidavit .

I, Jean M e r b e c k , residing in Bad Godesberg, Varzer Strasse 45, having been duly warned that any false statements on my part will render me liable to punishment hereby state on oath that my statements are true and were made for submission as evidence to the Military Tribunal No.VI at the Palace of Justice Nuremberg, Germany.

(Signed.) Jean Merbeck

Bad Godesberg, 21 January 194E 1948

For the understanding of the activities of the Vermittlungsstelle "Department A" it will be necessary to discuss the circumstances which led to the establishment of this institution.

Until 1921 I was a superior ^{officer} of the criminal police force (Kriminaloberkommissar beim Polizeipräsidenten) in Cologne. Since 1920 I had to conduct investigations concerning prohibited exports and smuggling of chemical products, and in particular I had to conduct the proceedings against several leading chemists of the Fabrikanten vorm. Friedr. Bayer & Co. who, by breach of contract, had made secret contracts with an American firm. They fled when the public prosecution in Cologne and the magistrate (Untersuchungsrichter) of the Cologne Landgericht (Regional Court), and after their escape to Holland, the Dutch public prosecution overtook proceedings against them. On this occasion it was discovered that the German Penal Code did not provide for such an offence; only the law of 7 June 1906 concerning unfair competition could be applied.

- 2 -

(page 1 of original, cont'd)

The prosecution authorities lacked experience at that time in the field of unfair competition of foreign industrial enterprises who tried to gain access to German business- and manufacturing secrets through indigenous and foreign agents, an act which was punishable according to German law.

This espionage in German industry led to the phrase "Industrial and Economic Espionage" which was coined at that time. In the German Penal Code this expression was entirely unknown, there being no regulations dealing with such incidents. This espionage and in connection with it the betrayal of business and manufacturing secrets by indigenous and foreign agents was partly professional and spread all over Germany; whereas the prosecution authorities were confined to their fields of authority. A Central Office was needed which could successfully prevent and prosecute such offenses beyond the boundaries of any single authority.

Conditions were similar with regard to the prohibited export and the smuggling of chemical products, dyes, and pharmaceutical products, also medicines and their inferior imitations. The latter assumed ever greater proportions and became a danger to public health both at home and abroad. Ruthless indigenous and foreign agents brought on the market not only inferior materials but even materials dangerous to health and life for these

- 3 -

(page 1 of original, cont'd)

imitations thereby misusing registered trade marks. All this led up to my resignation from the civil service in 1921 and my entering the services of the Farbenfabriken vorm. Friedr. Bayer & Co. in Leverkusen where I established the Security Police Department and in connection therewith the central office for the elimination of prohibited exports (illicit trading) the imitation of goods, and the betrayal of business and manufacturing secrets, and whose management I had. This department was also at the disposal of other German works and firms apart from the later I.G. Farbenindustrie Aktiengesellschaft in a consulting and advisory capacity. The Ministries of Justice had recommended the use of this institution to the prosecution authorities.

I herewith state expressly that the activity of this department was confined exclusively to the prevention and elimination of the above mentioned offences; it never engaged in any espionage with regard to any indigenous or foreign firms and enterprises.

In 1936, when upon request of the counter-intelligence department of the Reich War Ministry the Vermittlungsstelle W was established in Berlin, this

- 4 -

(page 2 of original, cont'd)

Leverkusen department remained unchanged; to the outside it carried the title "Vermittlungsstelle W, Department A", A standing for Wehr - Counter-Intelligence.

As before only the so-called Industrial and Economic Espionage was prevented and fought by Counter-Intelligence.

The circular letter of 2 January 1936 in which this institution was publicly announced, was written by me following a request and instructions from the Counter Intelligence Department of the Reich Wehr Ministry in agreement with the gentlemen of the Vermittlungsstelle W., particularly Professor Selok. Dr. Fritz ter Meer took no part in it. He only added his signature to that of Prof. Selok when the paper was published in his Sparte as did all other Sparte leaders in accordance with general practice. Neither Dr. ter Meer nor any of the other Sparte leaders took any part in the activities of the Vermittlungsstelle W., Department A. According to instructions its activities were confined to the prevention, elimination and prosecution of acts punishable according to German penal law, but it never actively engaged in Industrial, Economic, and least of all military espionage. This principle was never violated up to the time of my retirement in 1937. Later I was often assured by former colleagues still in service that this principle was always adhered to even after my resignation.

- 5 -

(page 2 of original, cont'd)

During the time of my employment I had no part in the activities of other departments of the Vermittlungestelle W, nor did they have any part in the activities of the department A.

signed: Jean Herbeck.

I hereby confirm attest and certify the above signature of Jean Herbeck, residing in Bad Godesberg, Wurzer Strasse 45, which was appended here in my present, on 21 January 1948.

Page 1-2-

Bad Godesberg, 21 January 1948

Stamp: Town of Bad Godesberg.

The Town Clerk,
signed: signature

CERTIFICATE OF TRANSLATION

6 February 1948

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book II ter Meer No. 262.

George GOODMAN,
No. 34789

- 50 -

Copy.

AFFIDAVIT

I, Fritz Feubel, residing at Erfeld-Uerdinge, Kalden-
hausener Str. 63, having been duly warned that any
false statements on my part will render me liable
to punishment hereby state on oath that my statements
are correct and were made for submission as evidence to
the Military Tribunal No. VI at the Palace of Justice,
Nuremberg, Germany.

Uerdingen, 7 November 1947

(Signed): Fritz Feubel

- 1.) From March 1937 to February 1940 I was the Chief
Counter Intelligence Agent of the I.G. Farbenin-
dustrie Aktiengesellschaft and in this capacity
head of the Department A of the Vermittlungsstelle
W. in Berlin. From the beginning of my duties until
I was recalled from my position without notice by
the Army High Command I never had any official
connection with Herr Dr. ter Meer. During this
period I neither saw nor spoke to Herr Dr. ter Meer.
Nor did I receive directly or indirectly any in-
structions from him concerning the execution of
my duties.
- 2.) Until the beginning of the war there was no special
office of the Department A at the Vermittlungs-
stelle W. Possible office correspondence was
primarily dealt with ^{by} the Security Police I.G.
General Office, an office in existence since 1920
and working in the civil law sector. In the years
before the war and also at the beginning of the
war I, as Chief counter intelligence official,

- 2 -

maintained only very slight contact with the various counter intelligence officials of the various I.G. plants who were directly subordinate to their competent general command. I never gave any instructions to these counter intelligence officials. Visits at the Army High Command which occurred infrequently, served merely the purposes of a general orientation in the sphere of work in question.

Dr. ter Meer was not connected with these events in any way either.

- 3.) In numerous conferences with members of the Vorstand and the heads of the various I.G. plants they put forward time and again their request that I should do my best to prevent the classification of I.G. plants as armament factories subject to special regulations. To the end of my activities, even during the first few war months, I tried my best to enable the plants to retain their civilian character as far as possible and to prevent their inclusion into the group of armament plant proper.

Ueberdingen, 7 November 1947

(Signed): Fritz Fiedel

Sworn to and signed before me this
residing at known to me to be the
person making this affidavit.
Ueberdingen..... Notary public.....

/3/

Document No. 563 for 1947

This is to witness the above two signatures of
Department chief Herr Fritz Feibel of Krefeld-
Ueberdingen, Kaldenheuser Strasse 53.

Krefeld Ueberdingen, 7 November 1947

Stamp: Hermann Peltzer, Notary public of Krefeld-Ueber-
dingen.

(Signed): Peltzer, Notary Public.

Fees:

| | |
|---------------------------------|-------------|
| value of object | RM 3 000.-- |
| rate of fees No. 144, 20,39 | " 4.-- |
| additional fees Nos 32, 33, 133 | |
| typing fee Nos 130, 139 | |
| postal fees Nos 130, 132 | " - ,12 |
| Total | RM 4,12 |

The Notary Public: (Signed): Peltzer.

This is to certify that the above is a true copy
of the original document.

Muenberg, 25 January 1948

(Signed): Earl Jerneman

Defense Counsel of the Defendant
Dr. ter Meer

CERTIFICATE OF TRANSLATION

6 February 1947

I, George GOODMAN, No. 34789, hereby certify that
I am thoroughly conversant with the English and
German languages, and that the above is a true and
correct translation of Document Book II for Book
No. 263.

George GOODMAN,
No. 34789.

Excerpts from articles 88 etc. Reich Penal Law
Code, section Treason in the version of the law of
24 April 1934.

(Appendix 3 to official instructions for "the
Counter Intelligence Agent in Armament Plants".
Page VII)

Article 88.

State secrets in the meaning of the provisions
of this article are writings, drawings, other objects,
facts or information concerning them, if keeping them
secret from a foreign government is essential to
the welfare of the Reich, and particularly in the
interest of the country's defenses.

According to the provisions of this article
treason is committed by:

- 2 -

Any person who with the intent of endangering the welfare of the Reich is instrumental in divulging a state secret to another party particularly to a foreign government or one acting for a foreign government, or publicly communicates same.

Article 89.

Any person undertaking the betrayal of a state secret will be sentenced to death.

Article 90.

Any person who undertakes to acquire a state secret with the intent of betraying it will be sentenced to death or hard labor for life.

Article 90 a.

Any person entering into ^{or} maintaining relations with a foreign government or one acting for a foreign government with the object of divulging state secrets or objects, facts, or information of the character laid down in article 90a, par. 2, 4, will be sentenced to imprisonment.

Article 90 b.

Any person undertaking to divulge a state secret to another party thereby negligently endangering the welfare of the Reich will be sentenced to imprisonment.

Any person who undertakes to obtain a state secret, thereby negligently endangering the welfare of the Reich, will ^{be} punished in a like manner.

Article 90 c.

Any person divulging to another party a state secret to which he had access in the course of his duties or of his official position or of official instructions, thereby endangering the welfare of the Reich,

- 3 -

will be sentenced to a prison term not exceeding three years.

Page VIII:

Article 92.

Any person conspiring an act of treason according to articles 89 to 90a, 90f to 91b with another person will be sentenced to penal servitude. Anybody inciting to participate in a crime as defined in par. 1, or offering his help, or accepting such solicitation or such an offer will be punished in like manner. If the delinquent states the solicitation, offer, or acceptance in writing, the act has been committed at the time of the declaration.

According to the provisions of par. 1, 2 one who voluntarily relinquishes his activity and prevents the crime, if several persons are involved, will not be punished.

Article 92 b.

Whoever violates acts contrary to an order or a prohibition issued by the Reich government for the defense of the country will be fined.

In the event of such an offense being committed when the Reich is at war^{or} when war is imminent the punishment will be imprisonment.

Article 92 d.

Whoever intentionally and publicly announces official investigations or proceedings concerning one of the crimes or offenses mentioned in this section without permission by the competent authority, will be sentenced to imprisonment.

Article 92 e.

Whoever inside a fortress, a Reich naval port,

or any other military installation, on board a naval vessel or inside German territorial waters, make a false statement or refuse information to an authority, an official, or to a soldier, concerning his name, standing, occupation, trade, residence, or his nationality, will be fined.

A fortress, a Reich naval port or any other military installation, rank on a level with prohibited areas which have been officially and publicly proclaimed, also industrial installations in which objects for the requirements of the home Army are being manufactured, repaired, or stored.

Article 92 f.

Whoever, without permission of the competent military authority, takes or circulates photographs within an officially and publicly proclaimed prohibited area or of a building which contains arms or other Army requisites, or of any other military installation, will be fined.

Page IX:

C o p y

of Reichsgesetzblatt 1936 (Reich Law Gazette) Part I,
No. 64, pages 532/33.

LAW FOR THE AMENDMENT OF THE PENAL LAW CODE

DATED 2 July 1936.

The Reich government has enacted the following law which is hereby proclaimed:

Article 1

Paragraphs 139 and 143 a of the Penal Law Code are

to be worded as follows:

"Article 139

Whoever receives creditable information of intended HIGH TREASON OR TREASON, DAMAGE TO MILITARY EQUIPMENT, crime against life, counterfeit currency, robbery, kidnapping, or a crime detrimental to public welfare, and does not report it in time to the authority or the prospective victim will be sentenced to imprisonment. If the crime was not attempted, punishment may not be inflicted.

In particularly serious cases a hard labor sentence may be passed, and if the planned crime carries a death sentence, a sentence of penal servitude for life or the death sentence may even be passed."

"Article 143 a

WHOEVER DAMAGES, DESTROYS, OR REPAIRS USELESS MILITARY EQUIPMENT OR AN INSTALLATION SERVING GERMAN NATIONAL DEFENSES, THEREBY ENDANGERING THE FIGHTING POTENTIAL OF THE GERMAN ARMY, WILL BE PUNISHED WITH NOT LESS THAN THREE MONTHS IMPRISONMENT.

WHOEVER DELIBERATELY MANUFACTURES OR SUPPLY FAULTY ARMAMENT OR SIMILAR EQUIPMENT, THEREBY ENDANGERING THE FIGHTING POTENTIAL OF THE GERMAN ARMY, WILL BE PUNISHED IN A LIKE MANNER.

ANY ATTEMPT IS PUNISHABLE.

PARTICULARLY SERIOUS CASES ARE SUBJECT TO LIMITED OR LIFELONG PENAL SERVITUDE OR DEATH PENALTY.

THE

Article 2.

Following Article 353 a of the Penal Law Code the following regulations will be inserted:

Article 353 b

An official or former official who WITHOUT AUTHORITY DIVULGES A SECRET WITH WHICH HE WAS ENTRUSTED OR TO WHICH HE GAINED ACCESS IN THE COURSE OF HIS DUTIES, and thereby endangers important public interests, WILL BE PUNISHED BY IMPRISONMENT AND IN PARTICULARLY SERIOUS CASES BY HARD LABOR NOT EXCEEDING TEN YEARS. If the delinquent negligently failed to realize the actual imperilment, a prison term not exceeding 2 years or a fine will be inflicted.

A PERSON WORKING FOR AN AUTHORITY WHO IS EXPRESSLY PLEDGED TO THE CONSCIENTIOUS EXECUTION OF DUTY OR TO SECRECY BY A HANDSHAKE (Darch Henschlag) RANKS ON A PAR WITH AN OFFICIAL.

ANY ATTEMPT IS PUNISHABLE.

Action will be taken only with the approval of the superior authority of the delinquent or, if no longer in office or his position, with that of his last superior authority. The prosecution of persons specially bound to secrecy can only be initiated by decree of the Reich Minister for Justice.

Article 353 c.

APART FROM THE CASE DEFINED IN PAR. 353 b, WHOEVER WITHOUT AUTHORITY LAYS INFORMATION IN FULL OR IN PART CONCERNING ^{OR} AN OFFICIAL DOCUMENT MARKED CONFIDENTIAL OR SECRET, CONCERNING THE SUBSTANCE OF ITS CONTENTS TO ANOTHER PARTY, THEREBY ENDANGERING IMPORTANT PUBLIC INTERESTS, WILL BE PUNISHED BY IMPRISONMENT.

WHOEVER PASSES TO ANOTHER PARTY WITHOUT AUTHORITY A COMMUNICATION TO WHOSE PRESERVATION OF SECRECY HE HAS BEEN PARTICULARLY PLEDGED BY A COMPETENT OFFICER, THEREBY ENDANGERING IMPORTANT PUBLIC

INTERESTS WILL BE PUNISHED IN LIKE MANNER.

IN PARTICULARLY SERIOUS CASES THE PENALTY WILL BE
HARDLY A NOT EXCEEDING TEN YEARS.

Who delinquent did not recognize the risk
involved through negligence a prison sentence not ex-
ceeding 2 years or a fine will be imposed.

ANY ATTEMPT IS PUNISHABLE.

Action will be taken only upon request by the
Reich Minister for Justice.

Article 3.

(1) A Peoples' Court will be competent for the
investigation and verdict in the primary and final
court of appeal in cases as defined in Article 143 a
par. 4 of the Penal Law Code and Article 139, par. 2 of
the Penal Law Code, provided they involve attempted high
treason or treason subject to the jurisdiction of a
Peoples Court (Volkgerichtshof) or a particularly
serious case of attempted damage to military equipment.

(2) Article 8, figure 3 of the Law for the Amend-
ment to the Regulations for Penal Procedure and the Ju-
dicial Statutes Law (Gerichtsvorfahrungsgesetz) of
28 June 1935 (Reich Law Gazette I, page 844) is rescinded.

Article 4.

The law will come into force on the day following
its publication.

Berlin, 2 July 1936.

THE FUHRER AND REICH CHANCELLOR.

ADOLF HITLER.

The Reich Minister for Justice

Dr. Guertner.

DOCUMENT BOOK II TER MEER No. 265.
EXHIBIT TER MEER No.

CERTIFICATE OF TRANSLATION

9 February 1948

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book II, ter Meer No. 264/65.

George GOODMAN,
No. 34789

DOCUMENT BOOK II TER MEER No. 266
EXHIBIT TER MEER No.

Enclosure c) to A.St.i.W.K. IX III W1
Nos. 300 65/5, 41 g

S e c r e t .

No. 006239⁺

Official Instructions:

THE COUNTER INTELLIGENCE
AGENT

to Armament Undertakings.

20 August 1935.

1. This is a state secret in the sense of Article 88 Reich Penal Law Code in the version of the law of 24 April 1934 (Reich Law Gazette I page 344 etc.)
2. To be forwarded in sealed envelope only, "registered" if sent by mail.
3. Addressee responsible for safe keeping.

Page 3:

I.

THE COUNTER INTELLIGENCE AGENTS.

1. The extremely lively activity of the foreign military information service requires the utmost concentration of all forces engaged in counter espionage, and the elimination of treason and sabotage, in order to establish ^suniform^{ly} directed battle front. By decision of the Reich War Minister of 24 October 1933 special military counter intelligence agents are therefore to be detailed to factories which are engaged directly or indirectly in the execution of secret army orders. The same applies to a certain number of war- and economically essential undertakings.

2. These agents are direct members of the Military Reich Counter Intelligence Organisation under the central direction of the High Command of the Army. They receive their instructions from the competent Army Counter Intelligence Offices.

II.

GENERAL STATUS OF COUNTER INTELLIGENCE IN PLANTS.

1. Every plant working directly or indirectly on secret Army orders will furnish the Military Counter Intelligence Organisation, upon request, with suitable counter intelligence agents from the ranks of the factory complement. ^{At the same time} the counter intelligence agent is the executive for the plant management, responsible for the mandatory preservation of secrecy for which, however, the plant manager is ultimately responsible.

Page 4:

... ..

6. The plant bears the expenses incurred through the counter intelligence service of the counter intelligence agent according to the regulations pertaining to the preservation of secrecy. (See regulations for the preservation of secrecy for firms engaged in the execution of army contracts, October 1936 edition).

... ..

The Counter Intelligence Agent is subordinate to the competent Counter Intelligence Office. This entitles the latter to give instructions to the Counter Intelligence Agent.

Page 5.

... ..

IV.

THE WORK OF THE COUNTER INTELLIGENCE AGENT.

A. General.

1. It is the duty of the Counter Intelligence Agent to ensure that the instructions of the Army concerning the preservation of secrecy (memorandum for the prevention of espionage, of treason, and special directives) and the "regulations for the preservation of secrecy for firms engaged in the execution of army orders, October 1936 edition" which apply to his plant, will be carried out to the letter. Even apparently slight negligence facilitates treason, espionage, or sabotage.

PRACTICAL WORK IN THE FACTORY is of prime importance. Correspondence will be restricted as far as possible.

... ..

2. The Counter Intelligence Agent will have to understand what is to be protected as a state secret and how this is to be done.

... ..

Page 6:

... ..

5. The activity of the counter intelligence agent in the execution of his duties will be particularly apparent in the following cases:

Precautions of every description against treason, espionage, and sabotage; plant inspection; employment of foreigners.

Ensuring correct procedure in cases of treason, espionage, and sabotage in cooperation with the counter intelligence office (A.O./III wist ?) and the State Police Office.

Correct action in cases of loss of secret material.
Cooperation in questions of counter intelligence with representatives of official or private agencies and organisations.

Cooperation in counter intelligence matters with the army offices existing in the plant or competent for it (inspection commands, building inspections, and liaison organs of the army branches giving the order, as for instance army ordnance offices, etc., Wjn and W Wi-Military Emergency Offices)

Cooperation in counter intelligence matters with the Vortragsrat (confidential advisory council) of the undertaking, the special liaison organisations of the German Labor Front known to him, and other organs and personalities.

... ..

B. ORGANISED COUNTER INTELLIGENCE SERVICE.

The counter intelligence service should be systematically built up, carried out and supervised. To this end the counter intelligence agent will compile all the counter intelligence measures and regulations required for his factory into a "counter intelligence plan" in accordance with the following directives.

Page 7:

.....

c. DIRECTIVE FOR THE PREPARATION OF THE COUNTER
INTELLIGENCE PLAN.

The Counter Intelligence Plan will contain:

All the requisite addresses, type of correspondence, references to basic regulations and all orders and regulations issued to the plants in the following fields:

a) Precautions for the Preservation of Secrecy.

1. External local and individual security of plant installations, from espionage, sabotage, theft and unauthorised entry of outsiders, fencing the factory grounds, entrance and locking facilities, special protection or locking of exposed premises or rooms in which secret production is in progress or preparation. Guarding plant installations, checking of guards, control of the disposal of scrap and waste etc.
2. Handling of secret correspondence (see regulations for the preservation of secrecy applicable to firms, enclosures A-E.)

Safe keeping in armored safes (steel cabinets) or safely locked, question of keys, treatment of mail folders.

Release and forwarding of secret documents, drawings. Utilisation and keeping of working drawings.

Treatment of obsolete drafts, prints, carbon copies, used carbons

DOCUMENT BOOK II TER MEER No. 266
EXHIBIT TER MEER No.

shorthand pads, misprints; supervision of destruction.

Supervision in Tracing and Drawing offices.

Taking home of secret documents etc. Prohibition to copy secret documents.

Correct use of camouflage designations to order.

Safety devices on windows and doors of rooms containing secret materials.

Checking up on all arrangements, particularly at the end of the working day and during breaks.

..

Page III:

SECRET

Appendix No. 2.

Revised new edition of
25 March 1938

to the official instructions, "The Counter Intelligence Agent in Armament Concerns"

Berlin, 2 January 1934.

MEMORANDUM

FOR COUNTER INTELLIGENCE AND THE PREVENTION OF TREASON.

I. THE DUTY TO PRESERVE SECRECY.

The head of any office, authority, the shop leader, etc., who has been entrusted with military secrets or secrets pertaining to foreign policy, is responsible for taking measures required for the protection of these secrets and to supervise their execution.

Persons who have been entrusted with military secrets or secrets in connection with foreign policy will carefully follow the instructions

given for the protection of these secrets. The instructions and obligations relative thereto are regulations or prohibitions issued by the Reich government for the protection of the countries defenses in the sense of Article 92 b Reich Penal Law Code.

Furthermore they are obliged to take additional security measures independently, for the protection of secret material in their personal safekeeping.

Violation of the above defined duties may have penal consequences. The penal law regulations concerning treason (Article 88 etc. Reich Penal Law Code in the version of the law of 24 April 1934 Reich Law Gazette I, No. 47 of 30 April 1934) and Articles 353 b and c Reich Penal Law Code will apply unless other penal law regulations are employed.

In special cases of a less serious character disciplinary action may be taken.

CERTIFICATE OF TRANSLATION

9 February 1948

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book No. II ter Meer No. 266.

George GOODMAN,
No. 34789

"SUPPLEMENTARY EXPLANATIONS"

of Duties Regulations
for Counter Intelligence Officers

STRICTLY CONFIDENTIAL!

Keep in safe!

This is a secret matter within
the meaning of Par. 88. Reich
Penal Code (edition of 24 April
1934). Misuse will be punished
according to the regulations of
this law in so far as other
criminal laws do not apply.

Compiled by the Counter-Intelligence Office of
the General Kommando IX, Kassel on 15 April 1936.

Page 1:

The following information is given the counter-intelligence officers to supplement their official duties " of 28 August 1935 and "Secrecy Obligations for Crimes" of 1 December 1935. The figures preceding the different sections refer to the corresponding propaganda of the "Official Duties".

II

It may happen that decreed Counter-Intelligence Measures are in opposition to the interests of the firm. In such cases the Counter-Intelligence Officer must investigate whether the Counter-Intelligence interests, and thereby those of the state, or the interests of the firm are more important. The Counter-Intelligence Office must then be informed in order that it may make a decision.

In connection therewith it may be necessary to make some person belonging to the Vorstand co-responsible if no counter-intelligence officer is a member of the Vorstand.

Secrecy obligations for firms which are imposed upon the firm by the agency allotting the order must be known to the counter-intelligence officer. He must supervise the execution of the directives contained therein.

... ..

Page 4:

... ..

Firms which belong to international syndicates, cartels or similar associations are often obliged to permit plant inspections or business investigations on the part of foreign representatives, to publish their own improvements abroad,

- 3 -

or permit their exploitation abroad, and to make available or train experts. Such cases must be reported as they arise. The Counter-Intelligence Office will decide upon necessary counter-intelligence measures or refusal to permit the above.

... ..

I hereby certify that the above document is a true and correct copy.

Munich, 14 January 1948

(Signed): Karl Bornemann
Defense Counsel
Tribunal VI

CERTIFICATE OF TRANSLATION

9 February 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document Book II ter Heer No. 267.

John FOSBERRY,
No. 20179.

- 70 -

Secret.

1. This is a top secret within the meaning of Par. 65, Reich Penal Code.
2. To be transmitted only under cover; if by mail to be registered.
3. Receiver is responsible for safe-keeping under lock and key.

SECURITY REGULATIONS FOR FIRMS COMPLETING (handwritten:
secret) WEHRMANT ORDERS.

Compiled by the Supreme Command of the Wehrmacht

Edition: January 1939

Amended up to March 1950, Aug. 1940

Partly amended up to 15 May 1941

I approve the security regulations for firms completing
Wehrmacht orders.

Berlin, 31 January 1939

The Chief of the Supreme Command of the Wehrmacht

K e i t e l

Page 5:

Secrecy regulations for firms carrying out
Wehrmacht orders.

1. General.

Agents of foreign and enemy countries are continually trying to obtain information on the type and the extent of German production of war material, on technical details as well as the efficiency of German plants manufacturing war material. Similarly efforts are being made to find out what possibilities exist in the plants for sabotage and for effective air-raids.

Protective measures therefore, are necessary in the interests of national defense. They are laid down in the following regulations concerning secrecy.

The leader of the plant receiving and completing the order is responsible for adhering to these regulations. To assist him in this matter a counter-intelligence officer of the Supreme Command of the Wehrmacht can be appointed - as may be deemed necessary by the competent Wehrmacht agencies (see fig. 25).

Should there be any doubts as to the secret nature of a certain line of production the firm filling the order must obtain the decision of the competent armament inspectorate which, if necessary, must obtain a decision from the competent Wehrmacht branch.

The execution of the secrecy and protective measures is subject to the supervision of the counter-intelligence office of the competent General or Naval Station Headquarters.

Infringements against the secrecy regulations will be punished according to the regulations covering treason. Article (illegible)

88 et seq.

DOCUMENT BOOK II TER LIEB No. 268
EXHIBIT TER LIEB No.

Reich Penal Code (as laid down in the text of the law for the amendment of provisions of criminal law and criminal law procedure) in so far as other laws, for instance, Article 353 b and c of the Reich Penal Code (as laid down in the text of the law for the amendment of the Penal Code of 2 July 1938) do not apply.

I hereby certify that the above document is a true and correct copy.

Munich, 14 January 1948

signed: Karl Bornemann
(Karl Bornemann)

Defence Counsel at
Tribunal VI

CERTIFICATE OF TRANSLATION

8 February 1948

I, John Fosberry, No. 20179, hereby certify that I am thoroughly conversant with the German and English languages, and that the above is a true and correct translation of document book II ter Lieb, No. 268.

John FOSBERRY, No. 20179.

Page 183

Circular Letter Folder of the Counter -
Intelligence Office VI

COUNTER-INTELLIGENCE OFFICE IN DEFENSE
DISTRICT NO. VI

Kassel, 13 June 1935

S e c r e t

1. This is a top secret within the meaning of Art. 88 of the Reich Penal Code.
2. To be transmitted only under cover, if by mail, to be "registered".
3. Receiver is responsible for safe-keeping under lock and key.

Re. Trips abroad taken by employees and workers in Armament works.

To prohibit these trips as a matter of principle is considered to be going too far. It will probably be sufficient if the workers are obliged to report every trip taken abroad and if the counter-intelligence agent, in case of any suspicion, asks the competent counter-intelligence officer or secret police agency that the trip be watched.

I hereby certify that the above document is a true and correct copy.

Muensterberg, 14 January 1946

signed: Karl Bornemann
(Karl Bornemann)

Defense Counsel
at Tribunal VI

DOCUMENT BOOK II TER MEER No.
EXHIBIT TER MEER No.

CERTIFICATE OF TRANSLATION

9 February 1946

I, John Fosberry, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document book II ter Meer No. .

John FOSBERRY, No.20179

(page 561)

Circular Letter Folder of the Counter-
Intelligence Office IX

COUNTER-INTELLIGENCE OFFICE in DEFENCE DISTRICT IX
III Hi. No. 300 359/7-27 E

Kassel, 29 July 1957

SECRET

1. This is top secret within the meaning of Art. 68 Reich Penal Code.
2. To be transmitted only under cover, if by mail the "registered".
3. Receiver is responsible for safe-keeping under lock and key.

Re.: English Intelligence.

The English coordinating minister, Sir Thomas Inskip, recently stated in Parliament (according to European Review April 1937, Page 313) that an "industrial intelligence Committee for observations abroad" had been created, the purpose of which was to furnish the three branches of the English Armed Forces with secret reports on foreign industry.

It can be assumed that the German Armament Industry will be the main object of interest for this committee.

These intentions, not only of the English, but of the entire foreign intelligence service, can only be counteracted by means of the most strict observance of the "Secrecy Regulations for Firms carrying out Wehrmacht Orders."

... ..

- - - - -

I hereby certify that the above documents is a true and correct copy.

Nuernberg, 14 Januar 1948

(Signed): Karl Bornemann
Defense Counsel

Tribunal VI

DOCUMENT BOOK II TER MEER No.
EXHIBIT TER MEER No.....

CERTIFICATE OF TRANSLATION

9 February 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Book II ter Meer No..

John FOSBERRY,
No. 20179.

DOCUMENT BOOK II TER MEER No.
EXHIBIT TER MEER No.....

(page 402)

Circular Letter Folder of
Counter Intelligence Office IX.

COUNTER INTELLIGENCE OFFICE Kassel, 2 November 1938
IN DEFENSE DISTRICT IX
III VI. No. 300 630/11.389

SECRET!

1. This is top secret within the meaning of Art. 88, Reich Penal Code.
2. To be transmitted only under cover if by mail, to be "registered".
3. Receiver is responsible for safe-keeping under lock and key.

Re: Lack of discretion on the part of leading men of industry.

It has repeatedly been ascertained that employees of firms which are subject to secrecy obligations, have been so open towards foreigners that even the foreigners themselves have been surprised.

One of these foreigners emphasized the fact that information was always given openly and freely by German firms and to an extent never experienced in other countries.

The counter-intelligence officers are again reminded to urgently warn all employees concerned to be reticent towards everyone, but especially towards foreigners.

I hereby certify that the above document is a true and correct copy.

Muenzberg, 14 January 1948

(Signed): Karl Bornemann
Defense Counsel
Tribunal VI

CERTIFICATE OF TRANSLATION

9 February 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Book II Ter Meer No.

John FOSBERRY,

- 76 - No. 20179.

The Regierungspraesident (Provincial Governor)
Duesseldorf
Military Economy Department
Group Industrial Economy
File No. 4721/389. M.-W

Duesseldorf, 25 October
Am Wehrkahn 98/100
Telephone 25157/58

SECRET!

To the confidential agents of the plants.
Circular letter No. 8/38 VP.

Subject: Fulfilment of secrecy obligation.

It has been noted several times recently that measures and concepts which were to be kept secret have been made known outside of the circle of confidential agents pledged to secrecy.

The applications submitted by the most various agencies of non-war important or non-essential plants to be allowed to introduce a price-fixing system or to be declared a war-important or essential plant, etc. prove by virtue of the exact nomenclature used that explanations have been given by third parties.

In future when such cases arise I shall have investigations undertaken and any infractions will be prosecuted. I therefore remind you again, as confidential agents, of the secrecy to which you have been pledged and of the existing penal code, as well as of your responsibility for absolute secrecy on the part of people in your confidence.

By order:

(Signed): Dschene

Certified:

(Signed): Wendtandt
Regierungsoberinspektor

Stamp: The Regierungspraesident
Military Economy Department
Group Industrial Economy
Duesseldorf

DOCUMENT BOOK II TER MEER No. 272.
EXHIBIT TER MEER No.....

CERTIFICATE OF TRANSLATION

9 February 1948

I, John FOSEBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Book II ter Meer No. 272.

John FOSEBERRY,
No. 20179.

APPIDAVIT

I, Dr. Paul Rausch, Wuppertal, Katernbergstr. 106, of German nationality, have been warned that I render myself liable to punishment for giving a false affidavit.

I declare on oath that my statement is the truth and that it was made voluntarily and without coercion in order to be submitted as evidence to Military Tribunal No. VI at the Palace of Justice in Nuernberg, Germany.

1. Since 1 January 1929 I have been department head and business manager of the Wuppertal Chamber of Industry and Commerce.
2. In this capacity I learned that confidential agents were not only assigned to the I.G. Farbenindustrie through the former branch office of the Reich Economic Ministry accredited to the Regierungspraesident (provincial Governor) in Duesseldorf but also to other industrial plants such as, for instance, power plants, the stone and earth industries, the textile industry the iron processing industry. These, like the I.G. Farben plants were war important and essential plants. These appointments were made, as far as I remember and according to documents still available, since the end of 1936.

Wuppertal, 22 December 1947

(Signed): Rausch.

- 2 -

No. 2898 of the Document Register for 1947

Certificate: I, Karl Eugen Scherf, Notary Public, Wuppertal, hereby certify and testify that the signature affixed to the accompanying document is recognized by me and was made in my presence by Dr. Paul Ransch, business manager of the Chamber of Industry and Commerce, residing at Wuppertal, Katernbergerstr. 106, on 22 December 1947.

The Notary Public
(Signed): Scherf

Wuppertal 22 December 1947
Fried.-Ebert-Str. 1-11

(Stamp): Eugen Scherf
Notary Public, Wuppertal

CERTIFICATE OF TRANSLATION

9 February 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Book II ter Meer No. 273.

John FOSBERRY,
No. 20179.

Affidavit.

I, Diplom-Ingenieur H. Kropf, Kassel, Goethestr. 31/I, of German nationality, have been warned that any false statement on my part will render me liable to punishment.

I declare on oath that my statement is the truth and has been made voluntarily and without coercion to be submitted as evidence to Military Tribunal VI at the Palace of Justice Muernberg, Germany.

I was head of the Kassel branch of the Reich Ministry for Economics, later the Regional Economics Office (Landeswirtschaftsamt) Kassel from 1 December 1934 until 3 April 1945. Based on the knowledge gained in this position I declare:

When by 1933 and 1934 no international agreement on the general armament restrictions in accordance with the Versailles treaty had been reached the German Reich government started to make plans to secure the economic basis of existence for the German people in case of war. They were dealt with by the appropriate ministerial departments and included, apart from the management of food affairs with its branches of production, cultivation, processing and distribution, forestry- and lumber and also transportation as well as "industrial economy" controlled by the Reich Ministry of Economics.

- 2 -

As part of the general economic planning the Reich Ministry of Economics, in conjunction with the special groups of industrial economy and based on the established requirements, determined the extent of the production or any other activity of each branch of "industrial economy" in the event of war. These requirements, called allocation plans (Belegungspläne) were distributed among the appropriate undertakings which would be vital to the war effort and to life in general and which, later on, were referred to as military economy plants of industry, and were assigned to them as so-called mobilization orders.

(page 2 of original)

Starting about 1937 mobilization orders were allocated by the Reich Ministry of Economics according to a set plan and in the following years were extended over an increasingly wider circle of industry. They included, for instance, mining installations, the stones and earths industry, the iron producing and iron processing industry, machinery, apparatus and vehicle construction, the metal industry, the cellulose, cardboard and paper industry, the textile and clothing industry, the leather and shoe industry, the caoutchouc and asbestos industry, the chemical industry, the lumber and carving material industry, the printing and graphical industry, the power industry, wholesale and foreign trade, the banking- and insurance establishments, the news and newspaper agencies as well as smaller trades.

- 3 -

The individual enterprise, had no say in the nature and extent of the mobilization orders which were part of its peace-time production, manufacture, or activities. They were assigned to the firm as an entirely official order. According to the order pertaining to mandatory information of 15 July 1923 - Reich Legal Gazette I page 723 - the management was obliged to take all the necessary steps so that, if necessary, the mobilization orders could be filled without difficulty.

The tasks to be carried out by the managements in order to safeguard the goal of the mobilization orders included the filing of applications for the necessary workers to be placed in a reserved category and exempted from military service, the securing of means of transportation, the storing and securing of raw- and auxiliary materials, coal, fuel and lubricants, plant installations, air raid precautions etc. According to official and binding instructions these measures were to be carried out according to schedule and were to be adjusted annually according to the progress of development. So that they might be supervised and checked by the appropriate authorities they had to be turned up in the form of the so-called mobilization calendars which were also known as mob-plans.

(page 3 of original)

The I.G. Farbenindustrie, Frankfurt/Main together with its plants in Hessen-Nassau belonged to the area of the Kassel branch of the Reich Ministry of Economics of which I was in charge. As far as I know the I.G. did not carry out any mobilization tasks beyond those demanded by the authorities.

- 82 -

DOCUMENT BOOK II TER MEER No. 274
EXHIBIT TER MEER No.

(page 3 of original, cont'd)

Kassel, 5 January 1948

signed: Hans Krepf

No. 3 of the document register for 1948.

I her by certify and attest the above signature of Dipl.Ing. Hans Krepf, Kassel, Goethestr. 31, who is personally known to me, Dr. Fritz Willgoredt, Notary Public, in Kassel, Herkulesstr. 75, appended before me on 7 January 1948.

Kassel, 7 January 1948

signed: Dr. Fritz Willgoredt
Notary Public

Costs:

Value: inestimable (RM 3,000.--)

Fee arts. 144, 26, 39 Reich Fee
Regulation

RM 4.--

Turn-over tax

RM 0.12

Total: RM 4.12

Dr. Willgoredt
Notary Public.

CERTIFICATE OF TRANSLATION

9 February 1948

I, John POSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book II ter Meer No. 274.

John POSBERRY,
No. 20179.

Ordinance pertaining to mandatory information

Reich Legal Gazette, year 1923, part I No. 53.
Day of publication: Berlin 28 July 1923

Authorities entitled to request information.

Art. 1

The Reich Government, the highest provincial authorities and the offices defined by the Reich government or the highest provincial authorities are authorized to request the enterprises or plants to furnish information regarding the economic situation, particularly with regard to prices and stocks as well as output and capacity.

Those obliged to furnish information.

Art. 2

Obliged to furnish information are:

1. industrial and agricultural entrepreneurs as well as unions and associations of such entrepreneurs;
2. public registered corporations;
3. Persons who have or had in their custody articles on which information is requested, or who have a claim to those articles.

If information is requested from a union or association the responsibility will rest with those persons who are the duly appointed representatives or managers or their deputies.

Request for and furnishing of information.

Art. 3

Information can be requested through public announcement or by inquiry of those obliged to furnish information.

Information may be requested orally or in writing; copies, excerpts and compilations from ledgers, commercial papers or records for the determination of prices and allowances may be demanded.

Information is to be furnished free of cost.

Inspection of plants.

Art. 4

In order to ascertain the correct facts, the appropriate authorities (art. 1) and those appointed by them, even if they have not previously asked for information, are entitled to peruse business correspondence and ledgers,

(page 724 of original cont'd)

especially also records for the determination of prices and allowances and are permitted to inspect and examine plant installations and premises in which goods are manufactured, stored or sold or where the presence of articles might be suspected on which information is desired.

The appropriate authorities are furthermore entitled to order the introduction and keeping of certain stock-books.

If the Reich government or an agency appointed by the Reich government wishes to make use of the authorization of Art. 1 in the case of state-owned enterprises or installations, the appropriate highest provincial authorities must be informed of the intended steps.

Mandatory secrecy.

Art. 5

Apart from the information which they will pass on in the line of duty and the reporting of violations, the persons appointed by the appropriate authorities are pledged to secrecy as regards the installations and business affairs of which they have gained knowledge in the line of duty and must refrain from passing on or utilizing the secret of the trade or plant. In as far as they are not officials they will be pledged to secrecy regarding the conscientious execution of their tasks according to art. 1 of the Decree pertaining to Bribery and Disclosure of Secrets by Non-official persons of 5 May 1917/12, February 1920 (Reich Legal Gazette 1917 page 393; 1920 page 230).

Penalties

Art. 6

- Whoever wilfully
1. withholds wholly or in part, information which he is obliged to provide under arts. 1-5, or does not submit it within the given time or makes a false or incomplete report;
 2. in violation of art. 4 par. 1, does not submit to the examination of his business correspondence, ledgers or records for the determination of prices and allowances or who does not permit the inspection or examination of

(page 724 of original cont'd)

plant installations or premises;

5. omits to introduce or keep the stock-books to which he is bound according to art. 4 par. 2.,

shall be liable to imprisonment up to one year and a fine or either one of these penalties.

Whoever commits, by negligence, an offense under Art. 1 shall be subject to a fine.

Apart from the penalty the goods which have been concealed may be confiscated even if they are not the property of the person who should have furnished the information. This also applies, if, under art. 73 of the Penal Code, the penalty is to be determined by some other law.

Implementation regulations

Art. 7

The Reich government will issue regulations regarding the implementation of this decree. In so far as such regulations are not issued by the Reich government they may be issued by the highest provincial authority.

I certify this to be a true and correct copy of the original.

Nuernberg, 25 January 1948

(Signed): Karl Bornemann
Karl Bornemann
Defense Counsel at the
Military Court VI

CERTIFICATE OF TRANSLATION

9 February 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Book II ter Hear No. 275.

John FOSBERRY,
No. 20179.

C O P Y :

A f f i d a v i t

I, Dr. Walter L e n z, at present residing at Wolfsburg near Fallersleben, with the Reich Ministry of Economics from 1934 to 1943, from 1934-36 as industrial assessor and industrial councillor (Gewerbeassessor und Gewerberat), from 1936-38 as Regierungsrat (Provincial councillor), from 1938-41 as Oberregierungsrat (chief provincial councillor), and from 1941-43 as Ministerialrat, after having been duly informed that I will render myself liable to punishment if I make a false statement, herewith declare the following voluntarily and without coercion:

1.

In the Reich Ministry of Economics I was an assistant in the Chemistry Department and in the Military Economy department from 1934-36, Referent from 1936-41, and head of the Referat from 1941-43.

2.

On instructions of the Reich Ministry of Economics, the supervising offices, later the Reich offices, have set up, since about 1936, allocation plans for the plants under their jurisdiction. The setting up of these programs was necessary in order to avoid the further subordination of the civilian sector of the plants in the organizational structure of the industry in Reich (R-Reich?) and K.L. operations to the continuously increasing demands of the Wehrmacht. Moreover, it could be guaranteed only in this way, that the production proposed in the management plan (Bewirtschaftungsplan) would actually be carried out.

3.

The simplest planning of this kind seemed to be in the soap industry. In this industrial branch it was possible to determine by the allocation of fast raw materials

which plants should actually work at all and on what scale. As far as I remember, the allocation plans of this kind were also carried out first in the soap industry.

Following this were allocation plans in the mineral-oil and chemical industries. The object was to issue such instructions for the entire industry. However, I do not know how far this succeeded in the iron-producing and iron-processing industries, or in the textile industry and the rubber industry.

4.

For the chemical industry, the Reich Plenipotentiary for Chemistry carried out these projects in detail. Even if the unusually complicated and many-sided production operations of the chemical industry made the execution of the task appear hopeless, still it was precisely the chemical industry which offered an advantage over other industries through its organizational structure, in that the head of the Reich Office Chemistry and the Chief Manager of the Economic Group Chemical Industry were united in one person (in Personunion).

The Reich Plenipotentiary for Chemistry requested the chemical plants to draw up and submit to him a production program containing information on capacity, scheduled production, and a list of customers to be supplied. Since the probable needs in individual products were known through the requests of the High Command of the Wehrmacht and the estimates of civilian needs, the firms could be notified as to the production program they would have to carry out in case of war (A-Fall) (in case of mobilization - Mobilisierungsfall). For setting up the programs,

several discussions were often necessary, since the complicated material necessitated return discussions of the firm representatives in their plant offices. The finished allocation plans were then given to the plants in a form drawn up by the Reich Plenipotentiary for Chemistry, while another copy of the program remained at the Reich Office Chemistry. The allocation plans in turn served as a point of departure for the requests for personnel, raw materials, fuel, coal, transportation facilities, etc.

5.

Within the chemical industry the plants of I.G. Farben-Industrie A.G. were, of course, also provided for. In view of the many different aspects of production in these plants, it was especially important to the governmental authorities that all the questions relating to these projects be handled by the Vermittlungsstelle W, which was set up by I.G. Farben-Industrie A.G. in Berlin. It is not true that the establishment of the allocation plans was an invention of I.G. Farben-Industrie A.G. It was rather, as already mentioned at the outset, simply an experiment of the Reich Ministry of Economics to ensure that the part of the industry in its care was protected against encroachment by the Wehrmacht offices. When it then turned out, that this method made it possible to give the sector of the S.L. plants security within and without their plants (personnel, raw materials, fuel, coal, transportation facilities), this procedure was sought for all industrial branches.

The introduction of the allocation plan procedure was effected through an order of the Reich Ministry of Economics. I do not recall

DOCUMENT BOOK II TER MEER No.276
EXHIBIT TER MEER No.

the date and file number of this order.

Wolfzburg, 17 November 1947.

signed: Dr. Walter Lanz

The above signature, made by Dr. Walter Lanz, chemist, Wolfzburg, Unter den Eichen 55, identified by his personal pass AG No. 101484 UV of the Lebrado municipality. (Gemeinde), in my presence is certified hereby.

No.65 of document roll for 1947.

Wolfzburg, 17 November 1947.

(stamp) Dr. Hanns Sausso,
Notary in Wolfzburg.

signed: Sausso
Notary.

Costs:

Value 3,000.-- RM

Fee §§59, RKO 5.-- "

Turnover tax: 5.12 "

6.12 RM

The Notary: signed Sausso.

I herewith certify that the above is a true and correct copy.
Nuenberg, 23 January 1948

signed: Karl Hommann
Defense Counsel for the
Defendant Dr. ter Meer.

DOCUMENT BOOK II TER LEER No.276
EXHIBIT TER LEER No.

CERTIFICATE OF TRANSLATION

9 February 1948

I, Gerta Kannova, No.20151, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document book II Ter Leer No. 276.

Gerta KANNOVA, No.20151.

C. C. D. V. .APPENDIX

I, Dr. Martin Warnecke, residing in Leverkusen-Beyerwerk, Carl-Duisberg-Str. 330, after having been warned that any false statement on my part will render me liable to punishment and that this statement is to be submitted to the Military Tribunal in Nuernberg declare the following on oath:

At the beginning of 1937 I entered the management department (Direktions-Abteilung) of the Leverkusen plant and together with Dr. Carl Debnaler I was proposed by the then plant leader, Dir. Dr. Hans Kuehne, as confidential agent to the Minister of Economy for military economy work. In February 1937 Dr. Gorr of the Vermittlungsstelle W., Berlin, submitted details regarding the setting up of an allocation plan (Belegungsplan). First of all we had to compile and report capacity, production and chief buyers of all Leverkusen products. In June 1937 these statements were revised according to a new scheme, which had been transmitted to us meanwhile, whereby the production statistics required by the Reich Statistical Office were to be used. In the ensuing period our statements were discussed with the Reich Plenipotentiary for Chemistry, Dr. Claus Ungewitter in Berlin during two conferences and were laid down in an allocation plan. On this occasion the I.G. representatives endeavored to safeguard the peace time production of the plant by fixing the highest possible quota for that part of production which served peaceful purposes. As an example I quote the litophane production in Leverkusen.

With the decree of 31 August 1938 the Minister of Economy for the Reich and Prussia

- 2 -

submitted to us the mobilization order for Leverkusen, laying down the mental output of the Leverkusen plant in the event of mobilization.

During the negotiations concerning this allocation plan it became obvious that there was a great deal of uncertainty as regards the actual requirements for the A-Fall, and the feasibility of this new allocation plan. The entire handling of all these questions in connection with planning of military economy was considered by us in Leverkusen as an additional unpleasant burden, for which we had neither time nor very much interest. In this connection it is interesting to note that the Minister of Economics, had claimed only part of the nitrate capacity of the Leverkusen plant (high explosive preliminary products). The whole character of our work in this sphere did not give rise to any thoughts about the possibility of aggressive war.

signed: Dr. Martin Warnecke.

Leverkusen, 27 October 1947.

I herewith certify that Dr. Martin Warnecke who is personally known to me appended the above signature under the affidavit in my presence.

signed: Dr. Martin Gromer
Attorney-at-Law.

I certify this to be a true and correct copy of the original.

Muenberg, 23 January 1948

signed: Bornemann
Karl BORNEMANN

Defense Counsel
of the defendant Dr. ter Meer.

DOCUMENT BOOK II TER MEER No. 277
EXHIBIT TER MEER No.

CERTIFICATE OF TRANSLATION
.....

9 February 1948

I, John POSEBERRY, No. 20179, hereby certify
that I am thoroughly conversant with the English
and German languages and that the above is a
true and correct translation of the Document Book
II ter Meer No. 277.

John POSEBERRY,
No. 20179

C O P Y

A F F I D A V I T

I, Dr. Carl D o b m a i e r , residing at Leverkusen- Payer-Werke, Karl-Rumpf-Strasse 37, having been duly cautioned that I shall be liable to punishment if I make a false affidavit, and that this affidavit will be submitted to the MILITARY TRIBUNAL at WASHINGTON, declare on oath as follows

About the middle of 1933, I was transferred from the plant office to the management department (Direktionsabteilung) where I was in charge of the organic section of the LEVERKUSEN plant. Middle of 1934, I took over, in the course of my activities, the compilation of production statistics of the STATISTISCHES REICHSAMT (Reich-office for Statistics) for the 1933 census. Another end total compilation in respect of the production year 1936 took place later, in 1937. These statistics were sub-divided into minute details and their processing took about 3-4 months. Early in 1937, both Dr. KEMPE and myself, were nominated confidential agents (Vertreuerpersonen) for the Leverkusen works by the Branch Office of the Reich Minister of Economics at the DEUTSCHER Reichspräsident and we were assigned to that office by Dr. Kaiser. About the middle of 1937, we received orders from the "Vermittlungsbüro 79" to prepare allocation plans in order to obtain particulars of the requirements of the Leverkusen works in raw materials from home and abroad and in intermediate products from the individual firms. As this request would have entailed re-processing of the entire plant particulars, the STATISTISCHES REICHSAMT compilation for production year 1936 was taken as our basis, for simplification. In this way

(page 2 of original)

we quickly gathered the material for the allocation plans, because we did not consider the task important and because it meant additional work for us. The principle was:

- 1.) importance for export ;
- 2.) war production and essential supply services ;
- 3.) other requirements.

Dyestuffs representing the chief export of I.G.FARBEN and particularly of the LEVERKUSEN-WERKE, it became necessary to work out a separate plan especially for dyestuffs, which, however, was integrated into the general allocation plan. It was the purpose of the "MOB-PLAN-FARBEN" (mobilisation plan for dyestuffs) to maintain, under all circumstances, dyestuff production for export and home consumption. For this reason, one or the other I.G.-factory had to be in the position to resume, in case of production losses on the part of any of the I.G.plants, that particular production. The major part of "AZO"-dyes production of the LEIDTSSHAFFEN WERKE, for instance, was to be taken over by LEVERKUSEN, necessitating an exchange of production specifications. In the course of subsequent processing, the proposals for the allocation plans of LEIDTSSHAFFEN WERKE which had been discussed with the respective department chiefs, were submitted, through "Vermittlungsbelle 8", to the Reich Plenipotentiary in the Chemical Field, Dr. UNSEWITTER. Although the production capacity had been set very high, our proposals were approved but for very few exceptions. On the basis of the allocation plan the Reich Minister of Economics issued the "mob" order, i.e. our supposed monthly production quota in case of war. As this production did not essentially differ from peace production, considerable

(page 3 of original)

uncertainty regarding the actual requirements in the "A-FALL" was liable to prevail. The main object, maintaining the export, forming the basis of the allocation plan, it was doubtful what purpose was to be served by the whole task. On the one hand, export was to be maintained under all circumstances, on the other hand, war requirements and essential services were also to be satisfied in the "A-FALL". In contrast to the first world war, it was impossible to accomplish this. Owing to the uncertainty inherent in the whole statement of the production planning, it was not possible at all to infer, from the allocation plans, the possibility of an aggressive war. A war of aggression would have required, in my opinion, quite different preparations. As to how unimportant this affair was regarded to be by the directors, is shown by the fact that both, Dr. WARNECKE and myself, reported to our works manager, Dr. KUEHNE perhaps three times, and that we were appointed officials in charge without being given the usual authority by way of "Handlungsvollmacht" or "Prokur".

Leverkusen, 25 October 1947

(signed.) Dr. Carl Bobmeier

This is to certify that Dr. Carl Bobmeier, personally known to me, signed above affidavit in my presence.

(signed.) Dr. Martin Grener
Attorney-at-law

This is to certify that above document is a true and correct copy of the original.

Nuremberg, 26 January 1948

(signed.) Bornemann

Karl Bornemann
Defense Counsel for the
Defendant for Meer.

DOCUMENT BOOK II TER MEER No. 278
EXHIBIT TER MEER No.

CERTIFICATE OF TRANSLATION

9 February 1948

I, Gerta KAHKOVA, No.20151 hereby certify
that I am thoroughly conversant with the
English and German languages, and that the
above is a true and correct translation
of DOCUMENT BOOK II TER MEER No. 278

Gerta KAHKOVA
No.20151

C o p y

A F F I D A V I T

I, Dr. Oskar L o e h r , residing at Leverkusen, Kaiser Wilhelm-Allee 3, having been duly cautioned that I shall be liable to prosecution if I make a false affidavit and that this affidavit will be submitted to the MILITARY TRIBUNAL at NUREMBERG, declare under oath as follows:

From 1933 to 1945 I was deputy chief of the "TEA-BUERO (Office of the Technical Committee) of the I.G. Farbenindustrie A.G., my particular task being the technical care of General Aniline Works, New York, and of other dyestuff factories abroad. In addition, I was concerned with licensing negotiations abroad so far as they were conducted by Dr. TER 1234. As an official of the "TEA-BUERO" and if not sent from Frankfurt/^{on} official business, I have regularly attended the so-called Monday discussions of the "TEA-BUERO" where the individual officials reported on the particular affairs they were in charge of.

On account of my attendance at these Monday discussions, I recall the following:

1. About 1937 Dr. Ernst A. Straus reported on a conference with Reich Plenipotentiary in the Chemical Field, Dr. Claus Ungewitter in the course of which I.G. Farben were requested to submit proposals for a "MOB-PLAN" Farben. Because of the particular intricacy of the dye-

DOCUMENT BOOK II FOR AER No. 279
REBID FOR AER No.

(-2-)

(page 1 of original cont'd)

staffs field on account of the close interrelation
of raw materials and technique, and because of want
of sufficient particulars from the factories for
estimating the requirements, it

was decided, for the sake of expediency, that this "MOB-PLAN-FARBEN" should be processed by the "TEA Buro" which had at its disposal pertinent statistical and calculating material on all dyestuffs and their intermediate products. Based on an intended war-time output of approximately 50% of the 1936 dyestuff production, the "MOB-PLAN FARBEN" had as its sole object to make proposals for exploiting the existing dyestuff capacity up to the given percentage of the 1936 production. Allocation, which was carried out separately for each factory, was not based on individual products, but on large groups of the dyestuffs family. With the figures for raw material requirements, calculated on this basis, the dyestuff allocation plan was included by the Reich Minister of Economics in the "MOB (ILIZATION) ORDERS" to the factories concerned, in 1938.

2. By order of the Reich Plenipotentiary in the Chemical Field, the allocation proposals were prepared on the initial assumption that LUDWIGSHAFEN, owing to its close proximity to the border, would not remain in operation. Accordingly, the dyestuff production allocated to LUDWIGSHAFEN was distributed among the other dyestuff factories of the I.G. This transfer of the LUDWIGSHAFEN dyestuff production was effected with the co-operation of the dyestuff experts of the I.G. WORKS concerned.

3. Otherwise, the "MOB-PLAN FARBEN" was of no particular practical significance. From September 1939 till 1942, the actual dyestuff production remained above the figures provided for in the "MOB-PLAN", because the production was exclusively determined by the conditions prevailing in respect of raw materials and markets. The "MOB-PLAN" was actually but an allocation plan; and this, indeed,

DOCUMENT BOOK II TER MEER No.279
EXHIBIT TER MEER No.

was the name given to it, later-on. It provided for covering available capacities with dyestuff production which served the following purposes:

- 1.) To satisfy the requirements of the German civilian population ;
- 2.) Export to the still accessible foreign-markets;
- 3.) Production of a minor quantity - i.e. small in comparison with the total production - of special dyestuffs for German Army purposes.

4. As far as my recollection goes, Dr.F.TER MEER has never concerned himself with details of the "MOB-PLAN Farben" resp. allocation plan, nor has he taken part in the Monday discussions of the "TEA BUERO".

Leverkuesen, 27 October 1947

(signed.) Oskar Loehr

This is to certify that Dr.Oskar Loehr , personally known to me, signed above affidavit in my presence.

(signed.) Dr.Martin Cramer
Attorney

This is to certify that above document is a true and correct copy of the original .

Nuremberg, 23 January 1948

(signed.)Karl Bornemann
Defense Counsel for the
Defendant TER MEER

CERTIFICATE OF TRANSLATION

9 February 1948

I, Gerta KAMBOVA, No.20151 hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of DOCUMENT BOOK II TER MEER No.279

Gerta KAMBOVA
No.20151

APPENDIX
- - - - -

I, the undersigned, Dr. Hans Lehner, residing at Heidelberg, Meenacherstrasse 11, have been duly cautioned that I shall be liable to prosecution if I make a false affidavit. I declare on oath that my statements are true and were made to be submitted as evidence to the Military Tribunal at Saarburg, Germany.

On 1 April 1902 I joined the then Badische Anilin- & Sodafabrik, Ludwigshafen o/Rhine, as a chemist. I was employed at the Ludwigshafen works - ultimately as a "Prokurist" of I.G. Farben - till 31 January 1940 when I retired. During the last years of my work it was my task to assist the works management in respect of general administration matters. To this field of work belonged also, among others, the so-called "MOB(ilitation)"-affairs. Regarding these, I can give the following particulars, from personal recollection as well as from documents as far as they are still at my disposal, to the best of my knowledge and belief:

I. Concerning the period from early 1937 to 26 August 1939.

Work on "MOB(ilitation)" preparations can be traced back, if I remember correctly, to the first

- 2 -

(page 1 of original, con'd)

months of 1937. At that time, all industrial establishments were classified into 2 groups by the Reich Authorities, namely exclusive armament factories which came under pertinent departments of the "Wehrmacht" (Armament Command resp. Armament Inspection), and so-called "KL"-factories which came under the Reich Ministry of Economics. Ludwigshafen works were declared a "KL"-factory by the authorities. The Reich Ministry of Economics charged the individual groups which formed the "Reichsgruppe Industrie" (Reich Group Industry) with the execution of the economic "MOB"-preparations in respect of "KL"-factories consequently for this field of activities, Ludwigshafen came under "Wirtschaftsgruppe Chemische Industrie" (Economic Group Chemical Industry). Earlyⁱⁿ 1937 every industrial establishment was called upon to submit to the pertinent "Wirtschaftsgruppe" the names of a so-called confidential agent (Vertrauensperson) and his deputy. For Ludwigshafen works I myself was nominated confidential agent, with Dr. Hell as my deputy. In that capacity I conducted correspondence with competent authorities, and, together with my deputy, Dr. Hell, I occasionally took part in conferences at Berlin or elsewhere.

All activities concerning "MOB"-affairs I always regarded only as preparation for a possible defensive war forced on us. Equally, the purport of discussions with

- 3 -

(page 2 of original)

official quarters was consistently to the effect that anything but a defensive war was, of course, out of the question for Germany. These declarations I believed, all the more^{so} as I was firmly convinced that Germany would never be in a position, if only for reasons of production capacity and availability of raw materials, to wage aggressive war successfully.

II. Concerning the period after 26 August 1939.

From the statements under I), it is evident that Ludwigshafen/Opau Works had no binding "MOB"-production plan at any time prior to the outbreak of war. Consequently it was totally impossible for Ludwigshafen Works to have been already converted to "MOB"-production prior to the outbreak of war. I can affirm positively that Ludwigshafen Works continued with practically normal production during the first 8 months of 1939 and for some time after. By letter of 26 August 1939, received in Ludwigshafen on 27 August 1939 at 23 hours, the Reich Ministry of Economics (Reich Plenipotentiary Chemistry) transmitted to Ludwigshafen/Opau Works, for the first time, the draft of a "MOB"-order for processing and comments. This draft had been prepared by the

- 4 -

(page 2 of original, cont'd)

Reich Ministry of Economics without prior consultation of Ludwigshafen/Oppau Works. I shall attach a photostat of that letter which is in my possession, as appendix to this affidavit. I expressly declare that this letter led to the first discussion on a concrete "MOB"-production plan concerning Ludwigshafen/Oppau Works. The enclosures to the letter of 26 August 1939 are no longer in my possession. I distinctly remember that the "MOB"-program then offered for discussion, appeared to me, as well as to the members of the plant executive of Ludwigshafen/Oppau, to be wholly impossible for technical and social reasons. Therefore we were convinced that the program, as proposed by the Reich Ministry of Economics, called for thorough revision. Corresponding to our past attitude to these things, however, the actual revision was treated in a dilatory manner.

Ludwigshafen a/Rhine, 20 December 1947

signed: Dr. Hans Mehnert.

Enclosure.

This is to certify that Dr. Hans Mehnert, residing at Heidelberg, Klenckhofstrasse 11, and known to me to be the person executing the signature, signed above affidavit before me this 20th day of December 1947.

Ludwigshafen a/Rhine,
Brunckstrasse 13,
20 December 1947

signed: Dr. Wolfgang
Heintschler,
Attorney-at-Law.

Appendix to the Affidavit of Dr. Hans Mohr.

- 5 -

The Minister of Economics
of the Reich and Prussia.

Berlin, 26 August 1939.

Dr. Hjt/Teu

All inquiries, forms etc. to be addressed to:

The Reich Plenipotentiary Chemistry,

Dr. Claus Ungewitter, or his Deputy,

Berlin W 35, Sigismundstr. 6.

S E C R E T .

1. This is a state secret within the meaning of Article 88 of the Reich Penal Code (Reichsstrafgesetzbuch).
2. To be forwarded in sealed cover only, if posted by "Registered Mail".
3. To be retained under lock and key at the addressee's responsibility.

To Firma I.G. Farbenindustrie A.G., Berlin N.W. 7,
Unter den Linden 82

Oppau & Ludwigshafen Werke.

Attention: Dr. Mohr, Director
(Confidential Agent).

Enclosed you will receive, in quintuplicate (2 white copies, and 1 copy each in yellow, blue, and pink), the "MOB"-order (Page 1) assigned to your afore-mentioned factory. To every copy there are attached, in the same index order, 8 forms (Pages 2 - 9).

It is the object of the "MOB"-orders to furnish every factory with detailed directives on the production program to be carried out, in case "MOB" should materialize.

"MOB-Calendar" (Page 9) means a time-table of the measures to be instituted for the execution of the "MOB"-order, in case "MOB" should materialize.

DOCUMENT BOOK II TER MEER No. 280
EXHIBIT TER MEER No.

Appendix to the Affidavit of Dr. Hans Mohr

- 6 -

If execution of the "MOB"-order on page 1 seems impossible with the technical equipment available, aforementioned office must be contacted immediately for clarification. Letters are to be submitted in duplicate.

Further processing of the "MOB"-order will be carried out by appropriate completion of the attached forms (pages 2 - 9), with directives for processing of each page - as far as necessary - given on the reverse side. In cases of uncertainty the afore-said office will give any information necessary.

In addition, the "MOB"-order forms the basis, in the case of "MOB", to ensure in collaboration with the competent branch office of the Reich Ministry of Economics, personnel, particularly indispensable craftsmen.

The completed forms, pages 1 - 9, will be sent, in quadruplicate (one each in white, yellow, blue pink), to afore-said office for reviewing. This office will, on request, supply additional forms should the space on individual pages not suffice for the information asked for. Small letters will be used for sub-numbering of additional pages (e.g. page 2a). One copy in white remains with the confidential agent as draft copy.

- 104 -

- 7 -

After elimination of possible imperfections in the processing, the factory receives a (white) copy of the final "MOB"-order, against surrender of the draft copy which had remained with the factory. The final order consists of pages 1 - 9, joined together and provided with a cover carrying an official note of approval.

Care should be taken to ensure safe-keeping in a strong-room or safe, against unauthorized access. The confidential agent charged with processing of the "MOB"-order will be responsible for suitable safe-keeping.

For:

signed: Godłowski.

Enclosure 99

Pages 2 - 4 and 6 - 9 have to be returned, fully completed, to me within 6 days after receipt of this letter, with raw materials entered separately in respect of each item on page 1.

CERTIFICATE OF TRANSLATION

9 February 1948

I, Gerta KANNOVA, No. 20151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book II ter Meer No. 280.

Gerta KANNOVA,
No. 20151.

APPIDAVIT

I, Dr. Ernst August Struss, residing at Frankfurt/Main, Gaertnerweg 59, a German national, having been duly warned that any false statement on my part will render me liable to punishment hereby state on oath that my following statements concerning the mobilisation program and the relations between Herr Dr. ter Meer and the Vermittlungestelle W are the pure truth and were made voluntarily and without coercion in order to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice, Nuernberg, Germany.

The so-called mobilisation program drafted under the supervision of Ungewitter and with the collaboration of the Reich Ministry for Economics (Dr. Lens) and the Reich War Ministry (Dr. Warock) was drafted without any collaboration on the part of Dr. ter Meer. Even I myself as head of the Office of the Technical Committee had only very scant information regarding these events and I had no opportunity to take a part in them. I considered the mobilization program an utterly ludicrous idea which really only amounted to a utilisation of the existing output capacity of the plants. If I remember rightly this mobilization program was in no way connected with an extension of the output facilities or new buildings.

After drafting the mobilization program, however, we had to take into account the fact that in the mobilisation program Ludwigshafen and Oppau had to be left out entirely because of their location near the

- 2 -

border. This made it necessary for us to effect a new distribution of the dye production, without the Ludwigshafen production, and in this task the Office of the Technical Committee took an important part. Several meetings were held for this purpose, partly under the chairmanship of Dr. ter Meer. It was established, for instance, that the entire Indanthren dyes, which had been manufactured in Ludwigshafen, could be produced in Leverkusen and other branches of the I.G. Real difficulties arose only concerning some of the big triphenylmethane dyes, particularly Auramine and methylevicet.

The original ratification of the mobilisation program took place as follows:

One day Ungewitter asked me to come to Berlin and during a meeting in which with Dr. Lenz and Dr. Harack participated as usual

signed: Struss

(page 2 of original)

asked me for a proposition regarding the dye mobilisation program. I suggested 50 % of normal peace production, which was based on 60,000 tons of dyes. This proposition was accepted in its entirety and the allotting of the dyes was left to the I.G. Ungewitter applied the mobilisation program not only to the I.G. but to the entire German chemical industry. That the Vermittlungsstelle ^{in Berlin} was used as office in charge by the I.G.

- 3 -

(page 2 of original, cont'd)

was due to the fact that it was the technical representative of the I.G. towards the authorities. Dr. von Bruening entrusted an Ingenieur Neumann with this work, a man who came from Rheinfelden and had been put at the ^{dis}posal of the Vermittlungsstelle W by Dr. Baergin.

Relation^{ship} of Dr. ter Meer to the Vermittlungsstelle W.

If I remember rightly Dr. ter Meer has been at the Office of the Vermittlungsstelle W in Kochstrasse but once, i.e. after the outbreak of the war, in order to welcome Dr. Gorr. But even at that time he did not concern himself in any way with the activities of the Vermittlungsstelle W. Later, however, approx. 1943 when the Economic Group Chemical Industry was to go into action once again, Dr. ter Meer went to the Vermittlungsstelle once or twice in order to speak to Dr. Gorr, who was to take on certain jobs within the framework of the Economic Group. This plan was later abandoned. Knowing that Dr. ter Meer was not interested in the Vermittlungsstelle W, I reported as rarely and briefly as possible.

- 4 -

(page 2 of original, cont'd)

I have read the two pages of this affidavit and
confirm the truth of my statements by my signature.

Frankfurt a.M., 5 January 1948

signed: Dr. Ernst Aug. Struss
(Dr. Ernst August STRUSS)

The above signature has been made in my presence
on 5 January 1948 by Dr. Ernst August Struss,
resident at Frankfurt/Main, Gaertnerweg 59, and is
herewith certified and witnessed by me.

Frankfurt, 5 January 1948

signed: Karl Bornemann
(Defense Counsel in Case No. VI
before the Military Tribunal
in Saarnberg.)

CERTIFICATE OF TRANSLATION

9 February 1948

I, Gerta KAINOVA, No. 20151, hereby certify
that I am thoroughly conversant with the English and
German languages and that the above is a true and
correct translation of the Document Book II for Meer
No. 281.

Gerta KAINOVA,
No. 20151.

C O P Y .

AFFIDAVIT

I, Emil Kuster, residing in Oploden, Hans-Sachs-Strasse 5, having been duly warned that any false statement on my part will render me liable to punishment hereby state, under oath, the following for submission as evidence to the Military Tribunal in Nuernberg:

From 1934 to 1944 I was employed in the Directorate Department (Direktionsabteilung) of the I.G. factory Leverkusen. I worked ⁱⁿ particular kept the records for Herr Dr. Martin Tarnacke, who later became a confidential agent (Vertretungsmann) of the Reich Ministry of Economics for the Leverkusen works. Through my work I knew that only very few war orders were on hand at the Leverkusen plant before the war. If I remember correctly there were only three such contracts. I only remember one war delivery contract with the Army and one with the Navy, according to which the Leverkusen plant was to deliver fuming sulphuric acid in case the mobilization program was introduced.

Leverkusen, 27 October 1947

signed: Emil Kuster

I certify herewith that the undersigned Emil Kuster, who is known to me personally, has signed the above affidavit in my presence in his own hand.

signed: Dr. Martin Gromer
Attorney-at-Law.

DOCUMENT BOOK II TER MEER No. 282
EXHIBIT TER MEER No.

CERTIFICATE OF TRANSLATION

9 February 1948

I, Gerta KAMNOVA , No. 20151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book II ter Meer No. 282.

Gerta KAMNOVA,
No. 20151.

*Case 6
Defense*

DOCUMENT BOOK III Dr. FRITZ TER MEER

MILITARY TRIBUNAL No. VI

Case No. VI

DOCUMENT BOOK No. III

for

Dr. FRITZ TER MEER.

Submitted by the defense
counsel
Dr. Erich Berndt, Karl
Bornemann.

50mg



DOCUMENT BOOK III Dr. FRITZ TER MEER

DOCUMENT BOOK III
for Dr. Fritz ter MEER.

I herewith certify that all the
documents contained in this document
book, Nos 51 - 75, are true copies of
the documents submitted to the tribunal.

Nuernberg, 24 January 1948

Karl Bornemann
Defense Counsel

DOCUMENT BOOK III DR. FRITZ TER HIER

I N D E X

TO DOCUMENT BOOK No. III FOR DR. FRITZ TER HIER,
Case No. VI

| Doc. Exh. No. No. | Contents: | Page: |
|----------------------|--|-------|
| 51 | Affidavit by Dr. Struss dated 21 Jan 1948 re: 1) Expenditure on new installations 1925 to 1939. 2) Re- gular and special depreciation 1928 to 1939 of the I.G. and partner firms which submitted their credits in the 1934 | 1 |
| 52 | Affidavit by Dr. Struss dated 5 Jan 1948 re value of additional investments 1925-27 supplementary to the following | 2 |
| 53 | Affidavit by Hans Munch re addi- tional investments. | 3 |
| 54 | Affidavit by Hans Munch re depre- ciation of I.G. installations. | 4 |
| 55 | Affidavit by Hans Munch re depre- ciations of installations of the American: Henschel G.m.b.H. Leuna Werke and Hans Werke G.m.b.H. Schlic- ken | 5 |
| 56 | Affidavit by Dr. Struss of 21 Jan 1948 re depreciation of plants af- filiated to the I.G. | 6 |
| 57 | Affidavit by Dr. Struss of 25 Jan 1948 re number of products manufac- tured by Sparte 2 of the I.G. | 7 |
| 58 | Excerpts from IGA records 1938-39 | |
| 59 | Affidavit by Dr. Struss of 22 Dec 1947 re scientific research of the I.G. | 12 |
| 60 | Affidavit by Dr. Struss of 10 Jan 1948 re chemists of main group No.2 together with 5 enclosures. | 13 |
| 61 | Graph of "I.G. total turnover" with affidavit by Dr. Struss, of 10 Jan 1948. | 20 |

DOCUMENT BOOK III DR. PRITZ TER LOST

| Doc. No. | Exh. No. | Contents: | Pages |
|----------|----------|---|-------|
| 62 | | Graphic illustration of I.G. turnover Sports 2 with affidavit by Dr. Struss, dated 10 Jan 1948. | 21 |
| 63 | | Graphic illustration of I.G. turnover Sports 1 and Sports 3 with affidavit by Dr. Struss dated 10 Jan 1948 | 22 |
| 64 | | Affidavit by Dr. Struss of 12 Jan 1948 re I.G. in its capacity of being subject to orders from the authorities, particularly the Reich Office for Economic Development. | 23 |
| 65 | | Affidavit by Dr. Struss of 21 Jan 1948 re inspection reports of the Dynamit Aktiengesellschaft. "I never submitted these reports to Herr Dr. ter Lost because I knew that they were of no interest to him". | 24 |
| 66 | | Affidavit by Dr. ter Lost of 10 April 1947 containing an acknowledgment by Messrs. Gleser and Purcell, American investigators - - - 5185 | 25 |
| 67 | | Report by Dr. ter Lost concerning the activities of the I.G. Carbon-industrie in the field of chemical warfare (so-called poison gases) dated 12 July 1945 | 38 |
| 68 | | Affidavit by Heinrich Schuh concerning the conclusion of an agreement between I.G. and Imperial Chemical Industries (ICI) London, and the erection of a factory for ICI in Trafford Park, Manchester, in the summer 1939. | 45 |
| 69 | | Extracts from treatise entitled, "Behind locked doors in Europe" by H. Schulz and H. J. Reichart in the magazine Chemical & Metallurgical Engineering Vol 46, No. 12, December 1939. | 50 |

DOCUMENT BOOK III Dr. Fritz TER MEER

I N D E X

TO DOCUMENT BOOK No. III FOR Dr. FRITZ TER MEER,
Case No. VI

| Doc. Exh. No. No. | C o n t e n t s : | Page: |
|----------------------|---|-------|
| 70 | Affidavit by Dr. Georg Katsdorf re the "Beruta". "To sum up it can be said, that the "Beruta" was considerably modernised and extended during the period of German administration, thus gaining considerably in value." | 52 |
| 71 | Affidavit by Dr. ter Meer concerning the "New Order", made before Attorney Randolph L. Newman on 2 May 1947 - NI 8035. "To the best of my knowledge (as I am positively aware) the "New Order" was not a policy fundamentally adopted by the IG. Von Kries's treatise was by no means written in support of the "New Order". It is the result of a careful investigation of the patent laws in the more important European states, and, in following up the idea of the "United States of Europe", constitutes an attempt to find a common denominator for the completely diverse procedure in matters of patent law, particularly during examination with respect to the issue of a patent. This work was a subject of thorough discussion in the patent committee of IG. It was published in the German Patent Journal, if I remember rightly, even before it was included in the "New Order". | 57 |
| 72 | Affidavit by the Director of the Levenshausen Works of the Bayer Farben Fabrike, Dr. Berthold Weik, dealing with problems concerning a future technical re-organisation of production in the Villars St. Paul, Giesel, St. Denis and St. Clair du Rhone Works. "With Dr. ter Meer's express permission extensive production processes and technical data with full details as well as equipment were handed over to the Frankolor". | 64 |
| 73 | Affidavit by Dr. Berthold Weik re a letter attached hereto from the parent firms of the Frankolor to the French Minister of Production dated 24 July 1941. | 57 |

DOCUMENT BOOK III Dr. FRITZ T. LISER

| Doc. No. | Exh. No. | Contents: | Pages |
|----------|----------|--|-------|
| 74 | | Affidavit by Dr. Berthold Schnell re the Muehlhausen Chemische Werke G.m.b.H. "Despite uneconomical operation of the Muehlhausen enterprise the I.G. supported the efforts of the management to keep the Muehlhausen plant alive". | 71 |
| 75 | | Affidavit by Dr. tor Meer concerning the working policy and practices of the I.G. Farben given before Attorney Drexel, A Spracher on 30 April 1947 - NI 5182. | 78 |

- END -

DOCUMENT BOOK III Dr. FRITZ TER MEER

CERTIFICATE OF TRANSLATION

5 February 1948

I, George GODDARD, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of INDEX OF DOCUMENT BOOK III TER MEER.

George GODDARD,
No. 34789.

A f f i d a v i t

I, Dr. Ernst August STRUSS, resident of Frankfurt a.M., Gaertnerweg 59, German National, hereby declare on oath, without coercion and voluntarily, after having been duly warned that false statements on my part will render me liable to punishment and that the following table is to be presented as evidence before the Military Tribunal in Nurnberg:

- 1.) Expenditure for new installations 1926 - 1939
- 2.) Normal- and special depreciation 1928 - 1939

of the I.G. Farbenindustrie Aktiengesellschaft and the "participation firms" (Beteiligungsfirmaen), which presented their credits in the T.S.

In million RM

| | 1.) Expenditure for new installations | 2.) Normal- and special depreciation |
|------|--|--|
| 1926 | 96 | |
| 1926 | 125 | |
| 1927 | 249 | |
| 1928 | 240 | 89 |
| 1929 | 174 | 102 |
| 1930 | 76 | 103 |
| 1931 | 41 | 101 |
| 1932 | 23 | 94 |
| 1933 | 36 | 93 |
| 1934 | 116 | 103 |
| 1935 | 163 | 117 |
| 1936 | 161 | 129 |
| 1937 | 346 | 131 |
| 1938 | 404 | 142 |
| 1939 | 359 | 189 |

In this list the figures of the following five affidavits were combined:

- 1.) Struss of 5 January 1948
"Expenditure for new installations 1926-1927"
- 2.) Linnich of 23 December 1947
"Expenditure for new installations 1926-1939"
- 3.) Linnich of 23 December 1947
"Depreciations of the IG as from 1926"
- 4.) Linnich of 23 December 1947
"Depreciations of the Leuna works as from 1928 and of the work Schkopau as from 1937."
- 5.) Struss of 21 January 1948
"Depreciations of affiliated firms as from 1926"

DOCUMENT BOOK III IER IZER No.51
CONTINUED

(page 1 of original, cont'd)

These figures have been obtained from the official files of the former IGA-office and from the central bookkeeping office of the I.G. Farbenindustrie A.G.

Frankfurt am M., 21 January 1948

(signature:) Dr. Ernst A. STRUSS
(Dr. Ernst August Struss)

The above signature, certified by me, of Dr. Ernst August STRUSS, resident at Frankfurt/a.M., Goethestr.-weg 59, was appended in my presence on 21 January 1948 here, and is hereby certified and addressed by me.

Frankfurt am Main, 21 January 1948

(signature:) IENGS (?)

(Counsel for the Defense in
case VI before the Military
Tribunal at Ruernberg.

CERTIFICATE OF TRANSLATION

3 February 1948

I, John Fosberry, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document No. IER IZER 51.

John FOSBERRY, No.20179,

- 1a -
END

A f f i d a v i t .

I, Dr. Ernst August STRUSS, resident of Frankfurt a. M., Goertnerweg 59, German National, hereby declare on oath, without coercion and voluntarily, after having been duly warned that false statements on my part will render me liable to punishment and that the following table is to^{be} presented as evidence before the Military Tribunal in Nurnberg:

Supplementary figures to the affidavit of Herr Lueckh of
23 December 1947

Additions of investment securities

I.G. Farbenindustrie A.G. and participations, as far as
the latter submitted their creditstatements to the T.M.

| | |
|----------------|---------------|
| 1925 | 96 million RM |
| 1926 | 125 " " |
| 1927 | 249 " " |

These figures were obtained from the official files of the
former T.M. office of the I.G. Farbenindustrie.

Frankfurt/Main, 5 January 1948

(signed:) Dr. Ernst Aug. STRUSS
(Dr. Ernst August Struss)

The above signature, certified by me, of Dr. Ernst August STRUSS,
resident at Frankfurt/a. M., Goertnerweg 59, was appended in my
presence on 5 January 1948 here, and is hereby certified and
witnessed by me.

Frankfurt on Main, 5 January 1948

(signed:) Dr. BERNDT
(Counsel for the Defense in case
VI before the Military Tribunal
Nurnberg)

DOCUMENT BOOK III. TER 123R No. 52
CONTINUED

CERTIFICATE OF TRANSLATION

3 February 1948

I, John Fosberry, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document No. 52 TER 123R.

John FOSBERRY, No. 20179.

- 2 -

- 12 -

2a

DOCUMENT BOOK III TER MEER No. 53, 54, 55.
OFFICE OF CHIEF OF COUNSEL FOR TER ORIELS

Statement on TER MEER No. 53, 54, 55.

The documents TER MEER No. 53, 54, and 55 contain the affidavits mentioned in the affidavit by Dr. STUSS of 21 January 1948. Document TER MEER No. 51 - by Hans K u o n o h of 23 December 1947:

- a) Additional investment securities
- b) Depreciation on I.G. investments
- c) Depreciation on installations of the Maschinenwerk Koroeburg, G.m.b.H., Leuna-Werke and of the Leuna-Werke G.m.b.H., Schkopau

For technical reasons only a limited number are being mimeographed and therefore can only be included in the court copies and a few others.

CERTIFICATE OF TRANSLATION

3 February 1948

I, John Posberry, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of the "statement" on document TER MEER Nos. 53, 54, 55.

John POSBERRY, No. 20179.

Dokument TER MEER Nr. 53

ZUGÄNGE VON ANLAGEWERTEN

in Tausend Reichsmark

Exhibit ter Meer Nr.

| I.G. Farbenindustrie A.G. einschl. Tochterbetrieb Cassella | | | 100%ige Beteiligungen der I.G. | | | | unter 100%ige Beteiligungen der I.G. | | | | | | |
|---|------------------------|-----------------------|--------------------------------|-------------------------------|----------|----------|--------------------------------------|------|-----------------|-----------------|---------------------------|--------------------------------|----------|
| Jahr | Bauschlagen Zugänge | Fachslagen Zugänge | Zusammen | Herrnberg und Schlössen | Kraspach | Bleibich | Zusammen | Jahr | Dynavit A.G. | Chem. B. H&A | Deisburger Kupferhütte | A. Riebeck'sche Montanwerke | Zusammen |
| 1925 | 109.307 | 21.352 | 121.740 | | | | | 1926 | - | - | - | - | - |
| 1927 | 95.000 | - | 95.000 | | | | | 1927 | - | - | - | - | - |
| 1928 | 130.185 | - | 130.185 | 80.381 | 5.255 | 648 | 86.284 | 1928 | 1.316 | - | 3.488 | 19.090 | 23.904 |
| | C. 2.170 | | 2.170 | | | | | | | | | | |
| 1929 | 108.038 | - | 108.038 | 50.100 | 2.148 | 673 | 53.001 | 1929 | 104 | - | 2.868 | 10.397 | 13.439 |
| | C. 2.383 | | 2.383 | | | | | | | | | | |
| 1930 | 47.146 | - | 47.146 | 20.988 | 735 | 259 | 22.002 | 1930 | 400 | - | 1.471 | 4.774 | 6.735 |
| | C. 448 | | 448 | | | | | | | | | | |
| 1931 | 31.023 | - | 31.023 | 6.604 | 375 | 508 | 7.547 | 1931 | 893 | - | 613 | 632 | 2.338 |
| | C. 2.118 | | 2.118 | | | | | | | | | | |
| 1932 | 19.919 | - | 19.919 | 1.350 | 407 | 357 | 2.124 | 1932 | 749 | - | 16 | 626 | 1.391 |
| | C. 227 | | 227 | | | | | | | | | | |
| 1933 | 28.346 | - | 28.346 | 3.022 | 1.345 | 174 | 5.341 | 1933 | 754 | - | 739 | 613 | 2.306 |
| | C. 412 | | 412 | | | | | | | | | | |
| 1934 | 76.581 | - | 76.581 | 34.213 | 2.308 | 1.388 | 37.977 | 1934 | 2.357 | - | 258 | 626 | 3.441 |
| | C. 301 | | 301 | | | | | | | | | | |
| 1935 | 104.847 | - | 104.847 | 33.445 | 3.179 | 1.365 | 37.989 | 1935 | 8.653 | - | 2.369 | 9.038 | 20.000 |
| | C. 975 | | 975 | | | | | | | | | | |
| 1936 | 127.947 | - | 127.947 | 29.750 | 2.068 | 842 | 42.736 | 1936 | 4.714 | - | 5.317 | 763 | 10.814 |
| | C. 874 | | 874 | 10.076 | | | | | | | | | |
| 1937 | 183.075 | 31.212 | 214.227 | 41.204 | 5.302 | 4.648 | 98.399 | 1937 | 8.169 | - | 7.600 | 19.982 | 35.731 |
| | C. 801 | 1.823 | 1.022 | 46.055 | | | | | | | | | |
| 1938 | 244.737 | - | 244.737 | 43.083 | 7.260 | 2.127 | 116.998 | 1938 | 15.174 | 4.718 | 6.629 | 15.804 | 42.325 |
| | | | | 64.508 | | | | | | | | | |
| 1939 | 179.935 | 4.301 | 184.236 | 38.520 | 4.501 | 1.775 | 68.075 | 1939 | 16.829 | 48.815 | 5.420 | 14.362 | 65.426 |
| | | | | 43.279 | | | | | | | | | |

EIDESSTATTLICHE ERKLÄRUNG

1. Ich, Hans Blach, wohne Frankfurt a.M., Spenerstr. 7, bin darauf aufmerksam gemacht worden, dass ich mich strafbar mache, wenn ich eine falsche eidestattliche Erklärung abgebe. Ich erkläre an Eidesstatt, dass meine Aussage der Wahrheit entspricht und gemacht wurde, um als Beweismaterial des Militärgerichtshof Nr. VI in Justizpalast Nürnberg, Deutschland, vorgelegt zu werden.
2. Die obigen Angaben sind aus offiziellen Akten der I.G. Farbenindustrie Aktiengesellschaft zusammengestellt und umfassen sämtliche Zugänge von Anlagewerten der I.G. Farbenindustrie Aktiengesellschaft von 1925 - 1939 und der angeführten Tochtergesellschaften von 1928 - 1939.

Frankfurt a.M., 23. Dec. 1947

Hans Blach
(Unterschrift)

Die vorstehende eigenhändige Unterschrift des Herrn Hans Blach, wohnt Frankfurt a.M., Spenerstr. 7, ist vor mir, *Karl D. ...* ... gelistet worden, was hiermit beglaubigt und von mir bezeugt wird.

Frankfurt a.M., 23. 12. 1947

Karl D. ...
(Unterschrift)

Abschreibungen der I.G. auf Anlagen

| Jahr | Stillleg.- Abchr. | Normal- Abchr. | Sonder- Abchr. | Erwerbs- Einkauf | Zusammen RM | |
|------|----------------------|--|-------------------|---------------------|----------------|--|
| 1925 | | noch bei den fusionierten Firmen vorgenommen | | | | |
| 1926 | 39.510.000 | 34.652.553 | 19.882.248 | - | 94.044.801 | |
| 1927 | 17.582.669 | 36.741.000 | - | - | 54.323.669 | |
| 1928 | 7.706.637 | 39.069.891 | - | 15.000.000 | 61.776.528 | |
| 1929 | 4.587.328 | 47.740.446 | 2.772.155 | 5.000.000 | 60.099.929 | |
| 1930 | 3.957.194 | 40.604.358 | 3.724.640 | - | 57.286.192 | |
| 1931 | 3.742.131 | 46.330.518 | 2.500.150 | - | 55.572.800 | |
| 1932 | 4.307.065 | 40.588.294 | 671.154 | - | 55.566.513 | |
| 1933 | 9.622.302 | 46.920.145 | 611.114 | - | 57.153.561 | |
| 1934 | 25.898.157 | 53.555.566 | 650.050 | - | 80.103.773 | |
| 1935 | 14.017.304 | 58.174.720 | 3.330.027 | - | 75.522.051 | |
| 1936 | 2.381.903 | 55.889.813 | 10.308.133 | 22.000.000 | 90.579.849 | |
| 1937 | 3.006.029 | 62.312.622 | 8.280.519 | 30.925.000 | 105.124.169 | |
| 1938 | 630.577 | 66.187.348 | 9.442.020 | 58.074.911 | 134.334.856 | |
| 1939 | 335.112 | 89.366.744 | 10.508.891 | 67.500.000 | 167.710.747 | |

EIDESSTATTLICHE ERKLÄRUNG

1. Ich, Hans Birsch, wohnhaft Frankfurt a.M., Spenerstr. 7, bin darauf aufmerksam gemacht worden, dass ich mich strafbar mache, wenn ich eine falsche eidestättliche Erklärung abgebe. Ich erkläre an Eidesstatt, dass meine Aussage der Wahrheit entspricht und gemacht wurde, um als Beweismittel dem Militärgerichtshof Nr. VI im Justizpalast Nürnberg, Deutschland, vorgelegt zu werden.
2. Die obigen Angaben sind aus offiziellen Akten der I.G. Farbenindustrie Aktiengesellschaft zusammengestellt und umfassen sämtliche Abschreibungen auf Anlagevermögen der I.G. Farbenindustrie Aktiengesellschaft von 1925 - 1939.

Frankfurt a.M., den 13. Dec. 1947

Hans Birsch
(Unterschrift)

Die vorstehende eigenhändige Unterschrift des Herrn Hans Birsch, wohnhaft Frankfurt a.M., Spenerstr. 7, ist von mir *Hans Birsch, wohnhaft Frankfurt a.M., Spenerstr. 7, am 23.12.1947* gelistet worden, was hiermit beglaubigt und von mir bezeugt wird.

Frankfurt a.M., den 23. 12. 1947

B. Künze
(Unterschrift)

A B S C H R E I B U N G E N A U F A N L A G E N

der Amalaktwerk Borsberg G.m.b.H., Launa - Berka und der Buna - Werke G.m.b.H., Schkopau

| Jahr | Stilllegungs- Abschreibungen | Kormal- Abschreibungen | Sonder- Abschreibungen R.F. | Erneuer.- Rücklagen -/. Auflösungen | Zusammen |
|--|---------------------------------|---------------------------|-----------------------------------|---|------------|
| a) Amalaktwerk Borsberg G.m.b.H., Launa - Berka | | | | | |
| 1928 | - | 33.069.153 | - | 39.794.415 | 72.853.578 |
| 1929 | - | 33.502.413 | - | 3.000.000 | 36.502.413 |
| 1930 | - | 33.400.079 | - | 31.375.710 | 64.855.789 |
| 1931 | - | 32.572.104 | - | /. 25.000.000 | 7.572.104 |
| 1932 | - | 31.524.949 | - | /. 13.000.000 | 18.524.949 |
| 1933 | 6.470.409 | 30.646.910 | - | 24.289.253 | 61.906.632 |
| 1934 | 4.200.321 | 30.866.744 | - | 29.710.747 | 64.837.812 |
| 1935 | 5.707.685 | 32.240.575 | - | /. 1.000.000 | 36.948.260 |
| 1936 | - | 31.225.903 | - | 9.000.000 | 40.225.903 |
| 1937 | - | 26.879.162 | - | /. 1.000.000 | 25.879.162 |
| 1938 | - | 24.579.213 | - | /. 1.000.000 | 23.579.213 |
| 1939 | - | 26.992.510 | 4.557.000 | 38.839.875 | 70.389.385 |
| | | | | Diese Rücklagen wurden 1940 zur Kapitalberich- tigung herangezogen. | |
| b) Buna - Werke G.m.b.H., Schkopau | | | | | |
| 1937 | - | 1.752.262 | - | - | 1.752.262 |
| 1938 | - | 5.372.894 | - | - | 5.372.894 |
| 1939 | - | 14.008.585 | - | - | 14.008.585 |

E I D E S S T A T T L I C H E E R K L Ä R U N G

1. Ich, Hans Münch, wohnhaft Frankfurt a.M., Spenserstr. 7, bin darauf aufmerksam gemacht worden, dass ich mich strafbar mache, wenn ich eine falsche eidesstattliche Erklärung abgebe. Ich erkläre an Eidesstatt, dass meine Aussage der Wahrheit entspricht und gesucht wurde, um als Beweismaterial des Militärgerichtshof Nr. VI in Justizpalast Nürnberg, Deutschland, vorgelegt zu werden.
2. Die obigen Angaben sind aus offiziellen Akten der I.G. Farbenindustrie Aktiengesellschaft zusammengestellt und umfassen sämtliche Abschreibungen auf Anlagevermögen der Amalaktwerk Borsberg G.m.b.H., Launa - Berka, von 1928 - 1939 und der Buna - Werke G.m.b.H., Schkopau, von 1937 - 1939.

Frankfurt a.M., den 13. Dez. 1947

Hans Münch
(Unterschrift)

Die vorstehende eigenhändige Unterschrift des Herrn Hans Münch, wohnhaft Frankfurt a.M., Spenserstr. 7, ist vor mir
~~Handwritten text~~ am 23. 12. 1947..... geleistet worden, was hiermit beglaubigt und
von mir bezeugt wird.

Frankfurt a.M., den 23. 12. 1947

G. K. Meyer
(Unterschrift)

A f f i d a v i t .

I, Dr. Ernst August STRUSS, resident of Frankfurt/Main, Goetheweg 59, German National, hereby declare on oath, without coercion and voluntarily, after having been duly warned that false statements on my part will render me liable to punishment and that the following table is to be presented as evidence before the Military Tribunal in Nurnberg:

Depreciations of affiliated works of the I.G. Farben-
 Industrie Aktiengesellschaft (Normal and extraordi-
 nary depreciations and also loss of property).

in million RM

| | Sparte 1 | Sparte 2 | Sparte 3 | Total | |
|------|---|---|--|--|------|
| | A. Riebecke Kautschwerke I.G. Halle | Akt.Ges.für Stickstoffmanure Kampack | Chemical works Huels GmbH, Ltd. (only or- dinary depreciat.) | Kalle & Co. Diobrich, Dynamit AG Trosdorf | |
| | | Duisburger Kupferhütte Duisburg | | Wolff & Co. Solzede | |
| | | Titan GmbH, Inverksan with 50 % | | Deutsche Celluloid- Fabrik Eilenburg | |
| | | Aluminium- werk GmbH, Eitterfeld with 50 % | | | |
| 1925 | 2,1 | 1,4 | - | 0,5 | 4,0 |
| 1926 | 2,4 | 2,9 | - | 3,5 | 8,8 |
| 1927 | 3,1 | 3,5 | - | 4,3 | 10,9 |
| 1928 | 4,4 | 5,6 | - | 5,8 | 15,8 |
| 1929 | 5,6 | 5,9 | - | 5,1 | 17,6 |
| 1930 | 5,9 | 5,6 | - | 4,9 | 16,4 |
| 1931 | 4,6 | 5,1 | - | 5,0 | 14,7 |
| 1932 | 4,6 | 4,9 | - | 3,8 | 13,3 |
| 1933 | 4,3 | 4,2 | - | 3,2 | 11,7 |
| 1934 | 5,1 | 5,5 | - | 6,0 | 16,6 |
| 1935 | 7,0 | 3,8 | - | 10,0 | 20,8 |

DOCUMENT BOOK III TER LEER No. 56
CONTINUED

| | | | | | |
|------|------|-----|------|------|------|
| 1936 | 10,4 | 7,3 | - | 5,8 | 23,5 |
| 1937 | 14,0 | 7,5 | - | 10,1 | 31,6 |
| 1938 | 15,3 | 6,3 | - | 16,8 | 36,4 |
| 1939 | 17,8 | 6,4 | - | 18,8 | 43,0 |
| 1940 | 18,9 | 7,2 | 4,9 | 19,5 | 50,5 |
| 1941 | 15,6 | 6,8 | 20,4 | 18,0 | 50,6 |
| 1942 | 23,7 | 8,0 | 17,6 | 20,4 | 59,7 |
| 1943 | | | 17,1 | | |

These figures were obtained from the official files of the former TLM office of the I.G. Farbenindustrie Aktiengesellschaft.

Frankfurt/Main, 21 January 1948

(signature) Dr. Ernst A. STRUSS
(Dr. Ernst August Struss)

The above signature, certified by me, of Dr. Ernst August STRUSS, resident at Frankfurt/Main, Goethestrasse 59, was appended in my presence on 21 January 1948 here, and is hereby certified and witnessed by me.

(signature) Dr. Walter BACHEL

(Dr. Walter Bachel)

(Counsel for the Defense in case VI
before the Military Tribunal
Nuremberg.)

CERTIFICATE OF TRANSLATION

3 February 1948

I, John Posberry, No. 20179, hereby certify, that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document TER LEER No. 56.

John POSBERRY, No. 20179.

A f f i d a v i t .

I, Dr. Ernst August STRUSS, resident of Frankfurt/Main,
Geertnerweg. 59, German National, hereby declare on oath, without
coercion and voluntarily, after having been duly warned that
false statements on my part will render me liable to punishment
and that the following table is to ^{be} presented as evidence before
the Military Tribunal in Bamberg:

Number of the manufactured products of Sparte 2 of the
I.G. Farbenindustrie Aktiengesellschaft
based on production for 1937 and 1943.

| | 1937 | 1943 |
|---|------|------|
| 1) Inorganic products and metals | 484 | 537 |
| 2) Organic intermediates products | 2022 | 1492 |
| 3) Solvents | 154 | 165 |
| 4) Synthetic tanning agents | 40 | 46 |
| 5) Synthetic materials | 67 | 201 |
| 6) Resinous lacquers | 68 | 146 |
| 7) Softeners | 67 | 103 |
| 8) Gum | 14 | 22 |
| 9) Accelerators, anti-ageing agents | 30 | 32 |
| 10) Products for various uses | 134 | 223 |
| 11) Pharmaceutical products | 177 | 169 |
| 12) Post-control products | 59 | 55 |
| 13) Dying-auxiliary products including detergents and I.G. Tekos | 153 | 176 |
| 14) Dyes (independent types of products) | 1968 | 819 |
| | 5214 | 4185 |

(page 1 of original, cont'd)

- 2 -

The products which were manufactured in various quantities, for instance raw, pure, crystallized, solution, dry etc., are counted only once.

The above list concerns only products of Sparte I, which include the following sales groups:

- a) Chemical products and metals
- b) Dyes, dyeing auxiliary products, and detergents
- c) Pharmaceutical and pest-control products.

signed: STAUSS

(page 2 of original)

The total figure of manufactured products of Sparte 2 is considerably larger than stated in the above table, as all products were never manufactured in one year. Thus for instance the number of types of products in the field of dyes was about 2500, of which about 13000 different dyes were put up for sale.

The products manufactured and sold within the Spartes 1 and 5, are not included in the above list. They are the products of the sales combines nitrogen, gasoline and oils of Sparte 1 and photographic materials, artificial silk, cellulose etc. of Sparte 5. The products of Sparte 1 are not very numerous while Sparte 5 produced many hundreds of products, the quantities of which cannot possibly be determined.

The figures have been obtained from the official files of the former I.G. office of the I.G. Farbenindustrie Aktiengesellschaft.
Frankfurt/Main, 26 January 1948

signed: Dr. Ernst A. STAUSS
(Dr. Ernst August Straus)

The above signature, certified by me, of Dr. Ernst August STAUSS resident at Frankfurt/Main, Goethestrasse 59, was appended in my presence on 26 January 1948 here, and is hereby certified and witnessed by me.

Frankfurt on Main, 26 January 1948

signed: Dr. Walter BACHMANN
(Dr. Walter Bachmann)

(Counsel for the Defense in case VI
before the Military Tribunal at
Nuremberg).

TRANSLATION OF DOCUMENT TER LER No. 57
CONTINUED

CERTIFICATE OF TRANSLATION

I, John Fosberry, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document TER LER No. 57.

John FOSBERRY, No. 20179.

-8c-

" END "

Excerpts from TGA-Minutes 1938-1939.

TGA-meeting on 16 September 1938 at Ludwigshafen.

II. Credit position.

The general lack of money, the increase in taxes as well as a number of other factors forced us to reduce the amount of expenditure for new installations with the greatest speed to a sum corresponding to normal depreciation.

According to the plan already worked out and already discussed with the experts' chiefs, the expenditure planned for 1938 is to remain unchanged. During the first half-year 1938, expenses will gradually be reduced and during the middle of the first half year are expected to be about 20% of the sum planned for 1938. During the second half year the depreciation figures are not to be exceeded. This aim can only be obtained if the authorization of fresh credits is stopped for all practical purposes, until at least the middle of next year. Beyond that an attempt must be to postpone until further notice building programs which have been approved but not yet started.

TGA-meeting of 20 October 1938 at Berlin.

III. Miscellaneous.

1. Grants of iron by the Reich office for Economic Development.

In the Reich office for Economic Development there are, at present, applications from various works of the I.G. for the release of iron for a great number of new buildings. This concerns, in many cases, buildings for which there is, as yet, no credit authorization by the TGA.

-2-

In future only such applications for grants of iron may be submitted to the Reich office or other offices, as are based on credit requests granted by TEA.

TEA-meeting on 17 November 1938 in Frankfurt/a.M.

III. Credits.

The credit position may be seen from the attached table (appendix 1). According to this towards the end of the year a big drop of the credit balance can be expected, but the latter, amounting probably to RM 280 mill. excluding Buzs is still extraordinarily high. After the examination made in main group 2 it is doubtful whether the reduction of expenses for the year 1939 as laid down in the minutes of the TEA of 15 September 1938, can be attained.

Therefore, the total amount of expenditure absolutely necessary for all these enterprises is to be estimated as quickly as possible.

When these figures are available it is to be decided, whether the requested amounts can be made available.

Then the available funds will be allocated to main groups and plants for the year 1939.

TEA-meeting of 27 February 1939 in Frankfurt/a.M.

IV. General credit position and budget plan.

The expenditure for 1938 as well as the new demands which are to be expected for 1939 will be explained with the help of diagrams. It is shown that even

-5-

with the greatest economy the current year will again bring an increase in the financial liabilities of the I.G. ... During the discussion of the expenses for 1939 and 1940 it is agreed that the greatest reserve must be exercised with regard to the treatment and authorization of new major projects. Further increase of aluminum production is refused.

ISA-meeting on 10 April 1939 in Ludwigshafen.

IV. Credits.

1.) The development of expenses for new installations in main group I. Goldberg.

At present by far the greatest part of the expenses of main group I are incurred for the nitrogen field and the mines. The speaker showed on a number of diagrams the great increase in turnover of the last few years in the nitrogen field, which occasioned considerable enlargement of the installations in Louis and Oppau. At the close the same season the combined warehouse stocks will only contain supplies for about another half month. The large expenditure for the mines is necessitated chiefly by the increase in production of the central German plants calling for extensive measures for a corresponding increase in ^{coal} output.

TEA-meeting of 7 November 1939 at Berlin.

IV. a) General Credit-position.

The projected sums for 1939, including Landsberg and the two Buna plants, will, according to the latest estimates be out by about 26 million RM. The reason being primarily the insufficient allocation of material and secondly the lack of labor.

I confirm that the above document consists of exact and literal excerpts of the original TEA-minutes which are in the hands of Secretary General Dr. Mueller, Defense Center.

Munich, 29 December 1947

signed: Carl BOCKELMANN

(Defense Counsel at the
Military Tribunal VI)

CERTIFICATE OF TRANSLATION

3 February 1948

I, John Fosberry, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document TER REER No. 58.

John FOSBERRY, No. 20179.

A f f i d a v i t .

Scientific research of the I.G.

1. I, Dr. Ernst August STRUSS, resident of Frankfurt/Main, Geortnerweg 59, have been duly warned that I render myself liable to punishment by making a false statement. I declare under oath that my statements are in keeping with the truth and were made in order to be presented as evidence to the Military Tribunal VI at the Palace of Justice Nuernberg, Germany.

2. The following figures ^{were compiled} from official records of the I.G. Farbenindustrie Aktiengesellschaft and contain all expenses of the I.G. for scientific work including experimental workshops during the years 1927 - 1944.

The I.G. Farbenindustrie Aktiengesellschaft had employed at least 1000 chemists with scientific work since the merger took place. The total costs, of this scientific work including the experimental workshops amounted in 1927 to more than 150 million Reichsmark, went down to about 100 million RM by the year 1930 and as a result of the economic crisis ^{reached} their lowest level in 1932 with about 40 million RM. In the subsequent period they slowly rose again until in 1939 they reached for the first time again the 100 million mark.

| Year | Sparte I mill R. | Sparte II mill R. | Sparte III mill R. | Total IG mill RM | Number of chemists employed with scientific work (estimate) |
|-----------------------------------|---------------------|----------------------|-----------------------|---------------------|--|
| 1927 | 106.2 | 40.6 | 7.2 | 154.- | 1,000 |
| 1928 | 91.9 | 40.4 | 8.- | 140.3 | 1,030 |
| 1929 | 82.5 | 47.9 | 6.8 | 137.2 | 1,100 |
| 1930 | 36.6 | 38.- | 5.3 | 79.9 | 1,100 |
| 1931 | 33.1 | 32.5 | 4.4 | 70.- | 1,050 |
| 1932 | 10.- | 26.8 | 3.7 | 40.5 | 1,000 |
| 1933 | 13.6 | 25.4 | 3.6 | 42.6 | 1,000 |
| 1934 | 17.- | 22.1 | 4.7 | 43.8 | 1,020 |
| 1935 | 17.9 | 33.6 | 5.6 | 57.1 | 1,060 |
| 1936 | 23.6 | 37.6 | 6.8 | 68.- | 1,100 |
| 1937 | 25.9 | 46.2 | 10.1 | 82.2 | 1,130 |
| 1938 | 32.1 | 53.9 | 7.3 | 93.3 | 1,200 |
| 1939 | 37.7 | 54.9 | 7.9 | 100.5 | 1,250 |
| 1940 | 39.9 | 57.5 | 8.5 | 105.9 | 1,250 |
| 1941 | 35.5 | 65.8 | 7.9 | 109.2 | 1,230 |
| 1942 | 31.2 | 65.4 | 8.7 | 105.3 | 1,250 |
| 1943 | 31.3 | 70.- | 6.3 | 107.6 | 1,100 |
| 1944) (1st half- year x 2) | 33.7 | 62.- | 6.6 | 102.3 | 1,000 |

DOCUMENT BOOK III TER MEER No. 59
EXHIBIT TER MEER NO.

Frankfurt/a., 22 December 1947 (signature:) Dr. Ernst AUG.
S T R U S S
(Dr. Ernst A. Struss)

The above signature of Herr Dr. Ernst August Struss, resident
Frankfurt/Main, Goertnerweg 59, was made in my presence on
22 December 1947, which fact is herewith certified and witnessed
by me.

Frankfurt/a., 22 December 1947

(signature:) Kerl Bornemann.

CERTIFICATE OF TRANSLATION

4 February 1948

I, Gerta Lammovs, No. 20 151, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation
of Document Book III, Ter Meer No. 59, Exhibit No. . . .

Gerta LAMOV.,
No. 20 151.

A f f i d a v i t .

Chemists of the main group 2

- I. I, Dr. Ernst August STRUSS, residing in Frankfurt/Main, Gaertnerweg 59, have been duly warned that I render myself liable to punishment by making a false statement. I declare under oath that my statements are in keeping with the truth and were made in order to be presented as evidence to the Military Tribunal VI at the Palace of Justice, Nurnberg, Germany.
- II. On the basis of the original files of the T3A-office of the I.G. Farbenindustrie Aktiengesellschaft, Frankfurt/Main, proof of which is shown by the inclosed 5 photocopies of the following original-tables:
1. Chemists of main group 2 - classified according to plants
 2. Chemists of main group 2 - " " "fields of work
 3. Distribution of chemists working in the field of intermediate products
 4. Distribution of chemists working in the field of dyes- and textile auxiliary agents
 5. Distribution of chemists and physicists employed in various fields of work

the number of chemists, colorists, pharmacutists, analysts, physicists etc. employed in the works and laboratories of the sparte 2 of the I.G. on 1 January 1939 amounted to a total of:
1 788 persons

III. Distributed as follows:

| | |
|--|----------------------|
| a) in the plants | 611,1 persons |
| b) analysts, physicists, in patent-departments, literature-departments, colorists, sale etc. | 378,4 " |
| c) chemists engaged in scientific work | 798,6 " |
| Total | <u>1 788 persons</u> |
| d) the chemists engaged in scientific work were divided as follows: | |
| Inorganics | 105,8 persons |
| Organic intermediates | 111,9 " |
| Organic tanning agents | 7,9 " |
| Vulcanisation accelerators | 6,6 " |
| Solvents | <u>45,6 "</u> |
| Carried over | 275,8 persons |

-2-

| | | |
|-----------------------------------|--------------|---------------|
| | carried over | 275,8 persons |
| Aromatics | | 1,8 " |
| Rubbers and plastics | | 128,1 " |
| Laquers | | 13,6 " |
| Pharmaceutics | | 100,5 " |
| Plant protection compounds | | 15,5 " |
| Dyes and textile auxiliary agents | | 287,2 " |
| | Total | 796,5 persons |

IV. The fractions occur because the activities of individual chemists were broken down in tenths, for instance:

Dr. X 0,5 plant
 0,4 Science
 0,1 literature

Frankfurt/Main, 10 January 1948

(signature:) Dr. Ernst A. STRUSS
(Dr. Ernst A. Struss)

The above personal signature of Herr Dr. Ernst August STRUSS, resident Frankfurt/Main, Goertnerweg 59, was made in my presence on 10 January 1948, which fact is herewith certified and witnessed by me.

Frankfurt/Main, 10 January 1948.

(signature:) Karl BORNEHAN
Defense Counsel in Case VI
at the Military Tribunal in
Nuremberg

DOCUMENT BOOK III THE LEER No. 80
EXHIBIT THE LEER No.

Chemists of Main Group 2

| <u>Classification</u> | <u>according to plants</u> | | | <u>as on</u> | |
|-----------------------------|----------------------------|-------------------|------------------|---|----------------|
| | | | | <u>1 January 1939</u> | |
| | <u>plant</u> | <u>scientific</u> | <u>colorists</u> | <u>analysts,</u> <u>physicists,</u> <u>literatur</u> <u>patents etc.</u> | <u>total</u> |
| Ludwigshafen | 103,7 | 172,4 | 65,0 | 46,7 | 387,8 |
| Schkopau-Duma | 36,0 | 4,0 | - | 3,0 | 43,0 |
| Schkopau-J.S. | 13,0 | - | - | - | 13,0 |
| Huels | 6,0 | - | - | 2,0 | 8,0 |
| Zweckel | 2,0 | - | - | - | 2,0 |
| <u>Upper-Rhine</u> | <u>159,7</u> | <u>176,4</u> | <u>65,0</u> | <u>51,7</u> | <u>452,8</u> |
| Hoechst | 100,0 | 202,1 | 42,0 | 64,4 | 308,6 |
| Knapsack | 8,2 | 3,8 | - | 2,0 | 14,0 |
| Gersthofen | 5,7 | 2,3 | - | - | 8,0 |
| Harburg and Eystrup | 7,0 | 7,0 | - | 2,0 | 16,0 |
| Griesheim | 13,5 | 19,5 | - | 3,0 | 36,0 |
| Mainkur | 13,0 | 25,9 | 2,0 | 6,1 | 47,0 |
| Offenbach | 9,0 | 19,6 | 3,0 | 2,4 | 34,0 |
| Kalle | 2,7 | - | - | - | 2,7 |
| <u>Isingau</u> | <u>159,1</u> | <u>280,2</u> | <u>47,0</u> | <u>59,2</u> | <u>545,2</u> |
| Levernson | 121,4 | 157,2 | 43,0 | 56,4 | 380,0 |
| Titan-Gesellschaft | 3,8 | 4,9 | - | 2,3 | 11,0 |
| Domagau | 2,0 | - | - | - | 2,0 |
| Elberfeld | 13,5 | 54,5 | - | 7,0 | 75,0 |
| Uerdingen | 22,5 | 24,7 | - | 8,7 | 56,0 |
| Duisburger Kupferhuetten | 10,0 | - | - | - | 10,0 |
| <u>Lower-Rhine</u> | <u>173,3</u> | <u>241,3</u> | <u>43,0</u> | <u>76,4</u> | <u>534,0</u> |
| Bitterfeld | 61,7 | 49,7 | - | 13,6 | 124,0 |
| Aken | 7,0 | 2,0 | - | - | 9,0 |
| Teutschenthal | 1,7 | 0,3 | - | - | 2,0 |
| Stassfurt | 3,0 | - | - | - | 3,0 |
| Rheinolden | 6,0 | - | - | 1,0 | 7,0 |
| Premnitz | 5,0 | - | - | - | 5,0 |
| Wolfen | 31,6 | 48,6 | 3,0 | 10,8 | 94,0 |
| Doberitz | 3,0 | - | - | - | 3,0 |
| <u>Central Germany</u> | <u>119,0</u> | <u>100,6</u> | <u>3,0</u> | <u>24,4</u> | <u>247,0</u> |
| <u>Frankfurt</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>8,0</u> | <u>8,0</u> |
| <u>Total</u> | <u>611,1</u> | <u>796,5</u> | <u>166,0</u> | <u>220,4</u> | <u>1.788,0</u> |

Glossary for Chart, page 16

Chemists of Main Group 2 - Classification according to
fields of work.

Headings:

as on 1 January 1939

| <u>Upper-</u> <u>Rhine</u> | <u>Wingau</u> | <u>Lower-</u> <u>Rhine</u> | <u>Central-</u> <u>Germany</u> | <u>Total</u> |
|-------------------------------|---------------|-------------------------------|-----------------------------------|--------------|
|-------------------------------|---------------|-------------------------------|-----------------------------------|--------------|

anorganica

Organic
intermediates

Organic tanning
agents

Vulcanization
accelerators

solvents

synthetics

Rubbers
plastics

Laquers

Pharmaceutical

Plant protection

Total

Foot-note:*) In addition to the 40 other 4 diploma engineers
working in Schkoppe-Buna in the field of
Chemische, in manufacturing plants for electrical
processes.

2

Cheek der Hauptgruppe 1 - Befehly nach Erhaltung

Stand von 1.1.1932

| | | Bauholz | | | | | Folien | | | | | Metalle | | | | | Metallwerkstoff | | | | | | | | Summe | | | |
|--------------------------------|---|---------|------|-----|-----|------|--------|-----|-----|-----|------|---------|------|------|-----|------|-----------------|------|------|------|-----|-----|-----|-----|-------|------|-------|-------|
| | | Le | St | W | Gr | Gr | St | W | Gr | Gr | Gr | Gr | Gr | Gr | Gr | Gr | Gr | Gr | Gr | Gr | Gr | Gr | Gr | | | | | |
| Ankerbolzen | 0 | 20,0 | - | 6,0 | 2,0 | - | 20,0 | 2,0 | 2,1 | - | 9,0 | - | - | 24,0 | 2,0 | 2,0 | - | 7,0 | 20,0 | 20,7 | 7,0 | 1,7 | 2,0 | 4,7 | 2,0 | 2,0 | 2,0 | 100,5 |
| | 1 | 15,0 | - | - | - | - | 7,2 | 1,3 | - | - | 11,0 | - | - | 10,0 | 4,0 | - | - | 2,1 | - | 26,7 | 7,1 | 1,3 | - | - | - | 1,4 | 117,0 | |
| Organische Zusatzstoffe | 0 | 20,4 | - | 1,4 | - | - | 22,8 | - | 6,8 | - | 4,0 | 1,7 | 6,5 | 21,2 | - | - | - | 6,0 | - | 3,0 | - | - | - | - | - | 9,3 | 90,6 | |
| | 1 | 15,5 | - | - | - | - | 12,7 | - | 1,1 | - | 6,5 | 2,7 | 13,2 | 21,9 | - | - | - | 7,5 | - | - | - | - | - | - | - | 10,7 | 111,0 | |
| Organische Zusatzstoffe | 0 | 2,0 | - | - | - | - | 2,8 | - | - | - | - | - | 2,1 | - | - | - | - | - | - | - | - | - | - | - | - | - | 4,7 | |
| | 1 | 2,2 | - | - | - | - | 1,7 | - | - | - | - | - | 3,0 | - | - | - | - | - | - | - | - | - | - | - | - | 1,0 | 7,9 | |
| Vollhartmetalle Brennstoffe | 0 | - | - | - | - | - | - | - | - | - | - | - | 1,0 | - | - | 1,0 | - | - | - | - | - | - | - | - | - | - | 2,0 | |
| | 1 | - | - | - | - | - | - | - | - | - | - | - | 4,4 | - | - | - | - | - | - | - | - | - | - | - | - | - | 4,4 | |
| Leinwand mittel | 0 | 7,0 | - | - | 1,0 | - | 9,9 | 2,2 | 1,4 | - | - | - | 0,8 | - | - | - | 2,0 | - | 4,0 | - | - | - | 1,0 | - | 3,0 | - | 21,4 | |
| | 1 | 7,2 | - | - | - | - | 10,4 | 2,2 | 1,5 | - | - | - | 7,5 | - | - | - | 7,2 | - | 3,5 | - | - | - | - | - | 4,0 | - | 41,1 | |
| Zusatzstoffe | 0 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 2,0 | 2,0 | |
| | 1 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 1,0 | 1,0 | |
| Kunststoffe Zusatzstoffe | 0 | 12,1 | 20,0 | 2,0 | 2,0 | 2,0 | 2,0 | 2,1 | - | - | - | - | 2,0 | - | - | - | 0,1 | - | 1,0 | - | - | - | 1,0 | - | - | - | 47,2 | |
| | 1 | 17,2 | 1,0 | - | - | - | 11,4 | - | - | - | - | 1,0 | - | 20,0 | - | - | 4,1 | - | 10,0 | - | - | - | - | - | - | 1,1 | 126,1 | |
| Leder | 0 | 4,5 | - | - | - | - | 2,1 | - | - | - | - | - | - | - | - | - | 2,4 | - | - | - | - | - | - | - | - | - | 7,0 | |
| | 1 | 1,5 | - | - | - | - | 2,7 | - | - | - | - | - | 1,0 | - | - | - | 2,0 | - | - | - | - | - | - | - | - | - | 12,0 | |
| Papier | 0 | - | - | - | - | 22,0 | - | - | 7,0 | - | 6,8 | - | 6,7 | - | - | 22,0 | - | - | - | - | - | - | - | - | - | - | 61,5 | |
| | 1 | - | - | - | - | 26,3 | - | - | 7,0 | - | - | - | 2,7 | - | - | 22,0 | - | - | - | - | - | - | - | - | - | - | 100,5 | |
| Pflanzenschutz | 0 | - | - | - | - | 1,0 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 1,0 | |
| | 1 | 0,5 | - | - | - | 3,0 | - | - | - | - | - | - | 4,0 | - | - | 1,0 | - | - | - | - | - | - | - | - | - | 1,0 | 15,5 | |
| Summe | 0 | 45,2 | 21,0 | 7,0 | 4,0 | 2,0 | 61,2 | 6,2 | 1,0 | 7,0 | 4,8 | 2,2 | 6,8 | 46,4 | - | - | 22,0 | 22,0 | - | 0,0 | - | - | - | 2,0 | - | 20,1 | - | 279,6 |
| | 1 | 26,1 | 4,0 | - | - | - | 106,7 | 7,2 | 7,2 | 7,0 | 6,5 | 2,0 | 22,0 | 22,0 | - | - | 24,2 | 2,0 | - | 12,0 | - | - | - | - | - | 21,0 | - | 429,5 |

a) Summe der in Spalten 2 bis 25, auf der rechten Seite in Fortsetzung der für einzelne Posten 1932.

16

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DOCUMENT BOOK III IER REER No. 60
EXHIBIT IER REER No.

Distribution of the chemists working in the field of
intermediate products.

As on 1 Jan. 1939

| Intermedi- ate pro- ducts For: | Upper-Rhine Schlesien I.G. | | | Haingau Rheinlapp G. Gr. Ia | | | Lower-Rhine Off. Lo. We | | Central Germany Bitt. Wo. | Total | | | | |
|---|----------------------------------|------|-----|-----------------------------------|---|---|----------------------------|-----|---------------------------------|-------|------|-----|------|------|
| | Lu | I.G. | | | | | | | | | | | | |
| Iso dyes | B | 1,8 | - | 3,6 | - | - | 1,0 | 0,5 | - | 12,7 | 0,5 | - | - | 20,2 |
| | W | 1,0 | - | 0,6 | - | - | 1,0 | 1,3 | - | 2,4 | - | - | 4,6 | 11,7 |
| Naphtol | B | - | - | 1,8 | - | - | 1,0 | - | - | 5,5 | 2,6 | - | - | 10,9 |
| | W | 0,2 | - | 3,5 | - | - | 1,0 | 0,2 | - | 13,0 | 7,7 | - | - | 25,6 |
| Triphenyl- methan dyes | B | 3,8 | - | 0,4 | - | - | 1,0 | - | - | 0,8 | 0,5 | - | - | 6,3 |
| | W | 1,2 | - | 1,0 | - | - | 1,0 | - | - | 0,4 | - | - | - | 3,6 |
| Sulphur dyes | B | - | - | - | - | - | 1,0 | 0,2 | - | - | - | - | - | 1,0 |
| | W | - | - | - | - | - | 1,0 | - | - | - | - | - | 1,0 | 2,0 |
| Dyes gene- rally | B | 5,2 | - | 1,1 | - | - | - | - | - | 5,2 | - | - | 5,9 | 18,4 |
| | W | 0,6 | - | - | - | - | - | - | - | 2,5 | - | - | 3,0 | 6,1 |
| Textile auxiliary agents | B | 2,4 | - | - | - | - | - | - | - | 0,7 | - | - | 0,5 | 3,6 |
| | W | 0,2 | - | - | - | - | - | - | - | 0,5 | 1,6 | - | - | 2,3 |
| Solvents | B | 1,5 | - | - | - | - | - | - | - | 0,3 | - | - | - | 1,7 |
| | W | 1,7 | - | - | - | - | - | - | - | 0,4 | - | - | - | 2,1 |
| Vulcanisa- tion accelo- rators and diary agents for caout- chouc | B | 1,1 | - | - | - | - | - | - | - | 0,4 | - | 0,5 | - | 2,0 |
| | W | 1,9 | - | - | - | - | - | - | - | 0,5 | 5,0 | 0,2 | - | 8,6 |
| Lacquers | B | - | 1,4 | - | - | - | - | - | - | - | - | - | - | 1,4 |
| | W | - | - | - | - | - | - | - | - | - | 0,2 | - | - | 0,2 |
| Aromatics | B | - | - | - | - | - | - | - | - | - | 0,5 | - | - | 0,5 |
| | W | - | - | - | - | - | 1,0 | - | - | - | - | - | - | 1,0 |
| Pharmaco- uticals | B | - | - | - | - | - | - | - | - | 1,7 | - | - | - | 1,7 |
| | W | - | - | - | - | - | 1,0 | - | - | - | - | - | - | 1,0 |
| Plant pro- tection | B | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | W | - | - | - | - | - | 1,0 | - | - | - | - | - | - | 1,0 |
| Intermedi- ate products General | B | 5,2 | - | 6,1 | - | - | 0,5 | 0,5 | 0,2 | - | 7,0 | 6,5 | 2,5 | 17 |
| | W | 12,9 | - | 10,9 | - | - | 1,0 | 1,5 | - | 12,8 | 5,5 | - | - | 21 |
| Total | B | 20,2 | - | 1,5 | - | - | 1,5 | 1,5 | 1,7 | 15,5 | 11,5 | 8,9 | 3,4 | 38,8 |
| | W | 20,5 | - | 18,0 | - | - | 1,0 | 8,5 | 2,0 | 15,2 | 7,5 | - | 10,7 | 46,9 |

Distribution of the chemists working in the field of
 dyes and textile auxiliary agents.

| | | Upper- rhine | | Saarland | | | Lower- rhine | | Central Germany | Total | |
|-------------------------------------|---|-----------------|------|----------|------|-----|-----------------|------|--------------------|-------|-------|
| | | Lu | Loe | Ge | Lo | Off | Kolle | Lo | So | | |
| azo dyes | B | 1.2 | 4.3 | - | 0.6 | - | - | 16.2 | 0.7 | 5.1 | 38.1 |
| | W | 14.5 | 16.0 | - | 5.1 | 1.1 | - | 21.3 | 1.0 | 11.5 | 70.5 |
| naphthol AS | B | - | - | - | - | 3.5 | - | 0.9 | - | - | 4.4 |
| | W | 0.5 | 0.5 | - | 1.6 | 5.5 | - | 1.3 | - | - | 17.4 |
| triphenyl- methan dyes | B | 6.6 | 4.8 | - | - | - | - | 7.5 | 2.1 | - | 21.0 |
| | W | 10.5 | 8.6 | - | 1.0 | - | - | 6.9 | 1.4 | 1.5 | 22.9 |
| sulphur- dyes | B | - | 1.1 | - | 5.5 | - | - | - | - | 1.0 | 8.9 |
| | W | - | 2.5 | - | 4.3 | - | - | - | - | 3.0 | 9.8 |
| Alizarin- & vat dyes | B | 18.4 | 9.8 | - | 4.2 | - | - | 14.6 | - | - | 47.0 |
| | W | 31.5 | 27.7 | - | 8.3 | - | - | 17.5 | - | - | 85.0 |
| Indigo | B | 4.0 | 4.5 | - | - | - | - | - | - | - | 8.5 |
| | W | 2.0 | 3.4 | - | - | - | - | - | - | - | 5.4 |
| Indigo- sols | B | - | 1.0 | 4 | - | - | - | - | - | - | 1.0 |
| | W | 0.5 | 2.0 | - | - | - | - | 0.5 | - | - | 3.0 |
| auxiliary- agents for textile | B | 3.2 | 2.6 | 0.7 | 0.1 | - | 2.7 | 1.3 | - | - | 10.6 |
| | W | 13.8 | 16.7 | - | 2.1 | - | - | 9.2 | 2.0 | 2.4 | 46.2 |
| Total | B | 40.4 | 28.3 | 0.7 | 10.8 | 3.5 | 2.7 | 40.5 | 2.8 | 7.0 | 136.7 |
| | W | 73.3 | 85.4 | - | 22.4 | 6.6 | - | 56.7 | 4.4 | 18.4 | 207.2 |
| Coloring technicians | | 65.0 | 42.0 | - | 2.0 | 3.0 | - | 43.0 | - | 3.0 | 158 |

*) These figures include all chemists employed in the departments for textile auxiliary agents, and for paper and leather technique, as far as they were subordinate to the color departments; they do, however, not include the men working in the plastic technical dept.

Aufteilung der auf verschiedenen Arbeitsgebieten tätigen
Chemiker und Physiker

5

- 1 -

| | Oberste | | | Mittel | | | | | | Untere | | | | Mitteldeutschland | | | Pfa | Gesamt |
|--|---------|------|------|--------|------|------|------|------|------|--------|------|------|------|-------------------|------|------|-----|--------|
| | La | Wald | Wald | Wald | Wald | Wald | Wald | Wald | Wald | Wald | Wald | Wald | Wald | Wald | Wald | Wald | | |
| <u>Miner</u> | 4,0 | - | 1,0 | 11,0 | 1,0 | - | 1,0 | 1,1 | 2,0 | 20,0 | - | 1,0 | 1,0 | 1,0 | 1,0 | 2,0 | - | 55,1 |
| <u>Material- explos</u> | - | - | - | 0,8 | - | - | - | - | - | 4,0 | - | - | - | - | - | - | - | 4,8 |
| <u>Phyiker</u> | 13,0 | 1,0 | 1,0 | 4,3 | - | - | 1,0 | 1,0 | - | 4,0 | - | 2,0 | - | 4,0 | - | - | - | 35,3 |
| <u>Labor</u> | - | - | - | 0,0 | - | - | - | 0,3 | - | 7,0 | - | - | - | - | - | 1,0 | - | 10,3 |
| <u>Inspektion Bauwesen Kalkulation</u> | 9,0 | - | - | 4,0 | - | - | - | - | - | 2,0 | - | - | 1,0 | - | - | - | 9,0 | 25,0 |
| <u>Patente</u> | 10,7 | - | - | 11,0 | - | - | - | 1,7 | 0,4 | 9,0 | - | - | 2,3 | - | - | 7,0 | - | 49,9 |
| <u>Verkehr</u> | 13,0 | - | - | 2,3 | 1,0 | 2,0 | 1,0 | - | - | 11,4 | 2,3 | - | 3,9 | 7,4 | - | 0,8 | - | 46,0 |
| <u>GESAMT</u> | 46,7 | 1,0 | 1,0 | 44,4 | 2,0 | 2,0 | 1,0 | 4,1 | 2,4 | 56,4 | 2,3 | 7,0 | 8,7 | 12,4 | 1,0 | 10,0 | 8,0 | 200,4 |

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19

DOCUMENT BOOK III TABULAR No. 60
EXHIBIT 234 - 235 No.

CERTIFICATE OF TRANSLATION

4 February 1948

I, Gerta Elmova, No. 20 151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document Book III, tabular No. 60, Exhibit 234-235, No.

Gerta ELMOVA,
No. 20 151.

Affidavit: I, Dr. Ernst August Struss, Frankfurt/Main,
Gaertnerweg 59, German national, have been duly
warned that by any false statement I will
render myself liable to punishment. I declare under oath that
the statements I made on this diagram, which I obtained from
the files of the T.E. office of the former IG Farbenindustrie
Aktiengesellschaft are correct to the best of my knowledge and
belief. This diagram shows the turnover of the IG million
RM during the years 1926 - 1938, subdivided into 3 parts.
The diagram was made voluntarily and without coercion in order
to be presented as evidence to the Military Tribunal VI in the
Palace of Justice Nuremberg, Germany.

Frankfurt/Main, 10 January 1948.

(signature:) Dr. Ernst A. Struss
(Dr. Ernst A. Struss)

The above signature recognized by me as being of Dr.
Ernst August Struss, resident Frankfurt/Main, Gaertnerweg 59,
has been made in my presence on 10 January 1948 here, which I
herewith certify and witness.

Frankfurt/Main, 19 January 1948.

(signature:) Karl Bornemann
Defense counsel in
case VI before the
military tribunal
at Nuremberg.

CERTIFICATE OF TRANSLATION

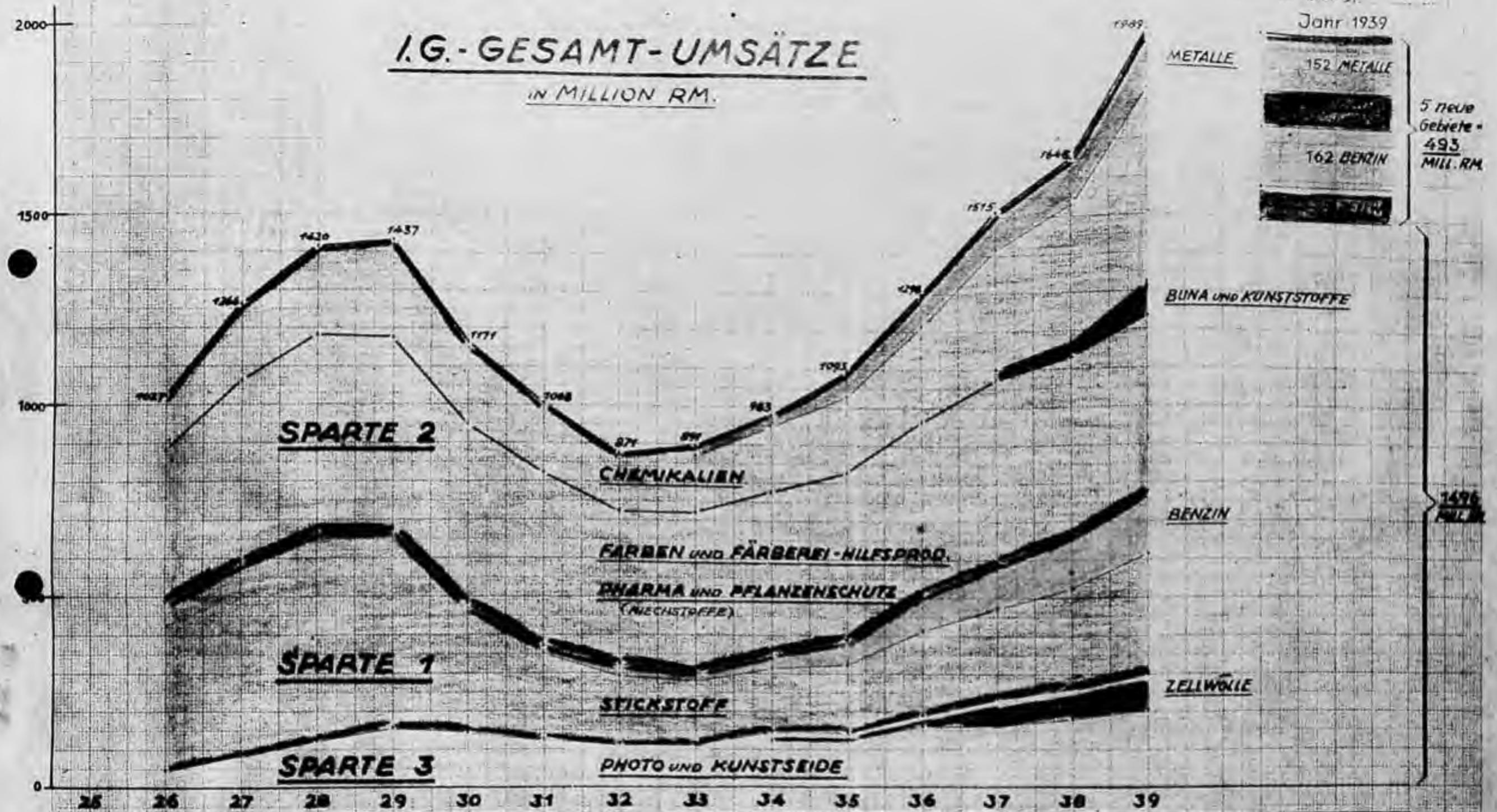
4 February 1948

I, Gerta KENNEDY, No. 20 151, hereby certify
that I am thoroughly conversant with the English and
German languages and that the above is a true and correct
translation of Document Book III, ter Meer No. 61,
exhibit No.

Gerta KENNEDY,
No. 20 151

I.G. - GESAMT-UMSÄTZE

IN MILLION RM.



Eidesstattliche Erklärung. Ich, Dr. Ernst August STRUSS, Frankfurt/M., Gärtnerweg 59, deutscher Staatsbürger, bin darauf aufmerksam gemacht worden, daß ich mich strafbar mache, wenn ich eine falsche eidensstattliche Erklärung abgebe. Ich erkläre an Eidesstatt, daß meine auf diesem Schaubild gemachten Angaben, die ich den Akten des Tea-Büros der früheren IG Farbenindustrie Aktiengesellschaft entnommen habe, auf meinen besten Wissen richtig sind. Dieses Schaubild zeigt die I.G. Gesamtumsätze in Millionen Reichsmark in den Jahren 1926 - 1939, unterteilt nach den 3 Sparten. Das Schaubild wurde freiwillig und ohne Zwang angefertigt, um als Beweismaterial dem Militärgerichtshof Nr. 11 im Justizpalast Nürnberg, Deutschland, vorgelegt zu werden.

Frankfurt/M., den 10. Januar 1940

Dr. Ernst A. Struss
 Dr. Ernst A. STRUSS

Die vorstehend von mir anerkannte Unterschrift des Herrn Dr. Ernst August STRUSS, wohnhaft Frankfurt/M., Gärtnerweg 59, ist vor mir am 10. Jan. 40 persönlich geleistet, wosmit beglaubigt und von mir bezeugt wird.

Frankfurt/M., den 10. Januar 1940

Karl Bornemann
 KARL BORNEMANN
 Verteidiger im Fall 11 vor dem
 Militärtribunal in Nürnberg

III
DOCUMENT BOOK/TER LBR No. 62
EXHIBIT TER LBR No. ...

affidavit: I, Dr. Ernst August Struss, Frankfurt/Main, Gaertnerweg 59, German national, have been duly warned that by any false statement I will render myself liable to punishment. I declare under oath that the statements I made on this diagram, which I obtained from the files of the TEa office of the former IG-Farbenindustrie Aktiengesellschaft, are correct to the best of my knowledge and belief. This diagram shows the turnover of the IG in million RM during the years 1926 - 1939, subdivided in one part. The diagram was made voluntarily and without coercion in order to be presented as evidence to the Military Tribunal VI in the Palace of Justice, Nuernberg, Germany.

Frankfurt/Main, 10 January 1948

(signature:) Dr. Ernst A. Struss
(Dr. Ernst A. Struss)

The above signature recognized by me as being of Dr. Ernst August STRUSS, resident Frankfurt/Main, Gaertnerweg 59, has been made in my presence on 10 January 1948 here, which I herewith certify and witness.

Frankfurt/Main, 10 January 1948

(signed:) Karl Bornemann
-offense counsel in case VI
before the military tribunal
at Nuernberg.

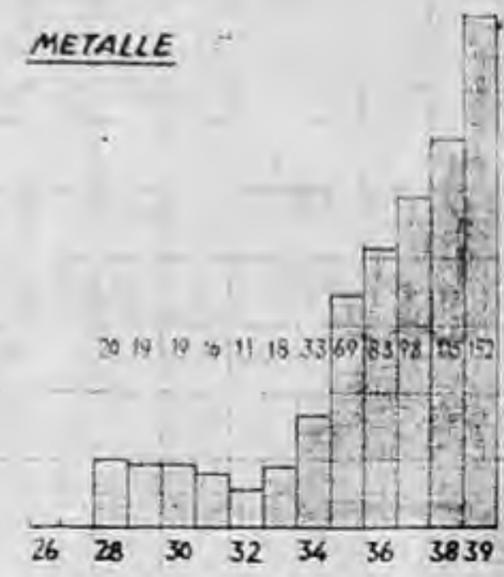
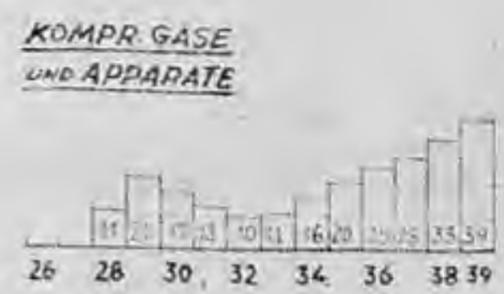
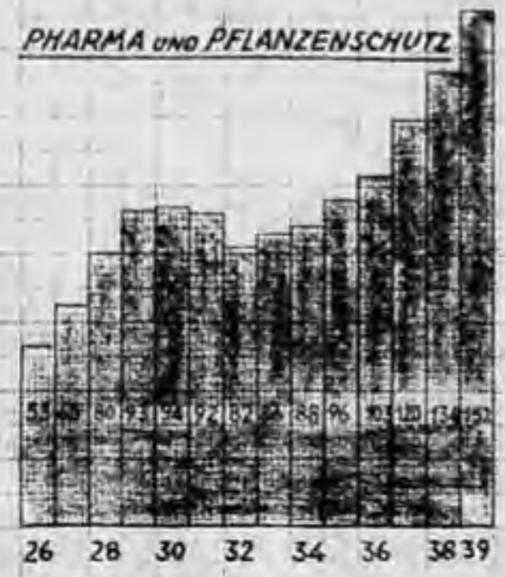
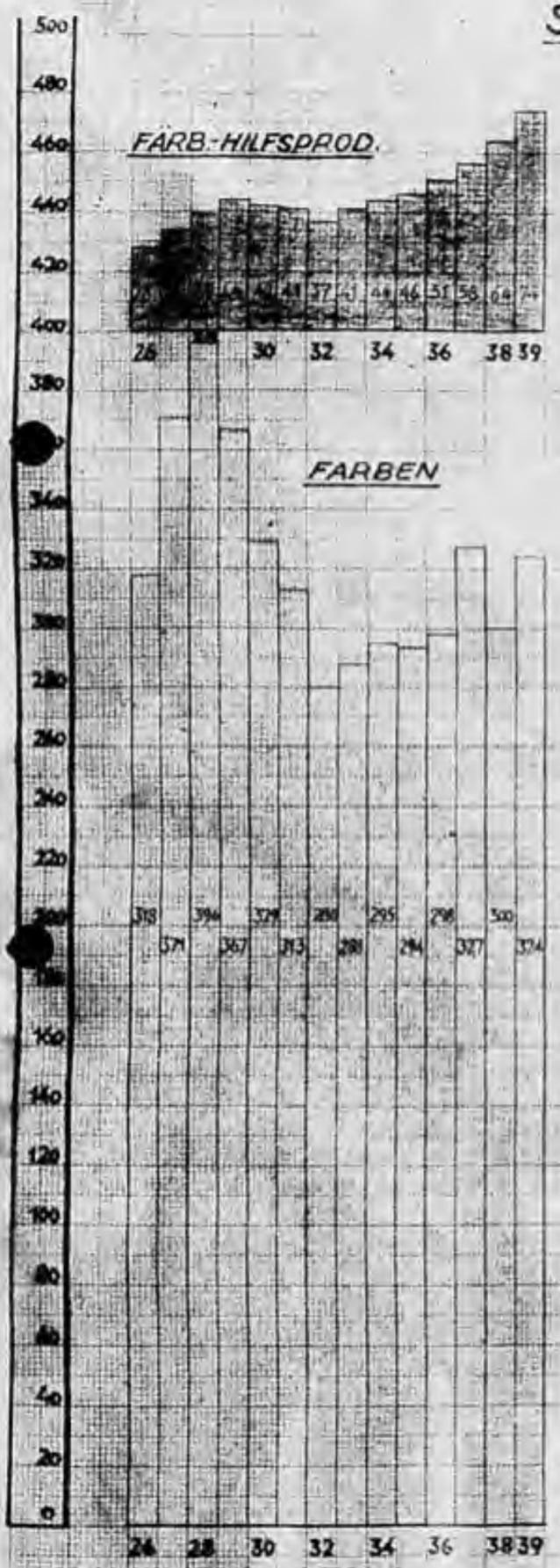
CERTIFICATE OF TRANSLATION

4 February 1948

I, Gerta Kammer, No. 20 151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document Book III, ter LBR No. 62, Exhibit No.

Gerta K. NOV.,
No. 20 151.

SPARTE 2 I.G.-UMSÄTZE IN MILLION RM.



Eidesstattliche Erklärung

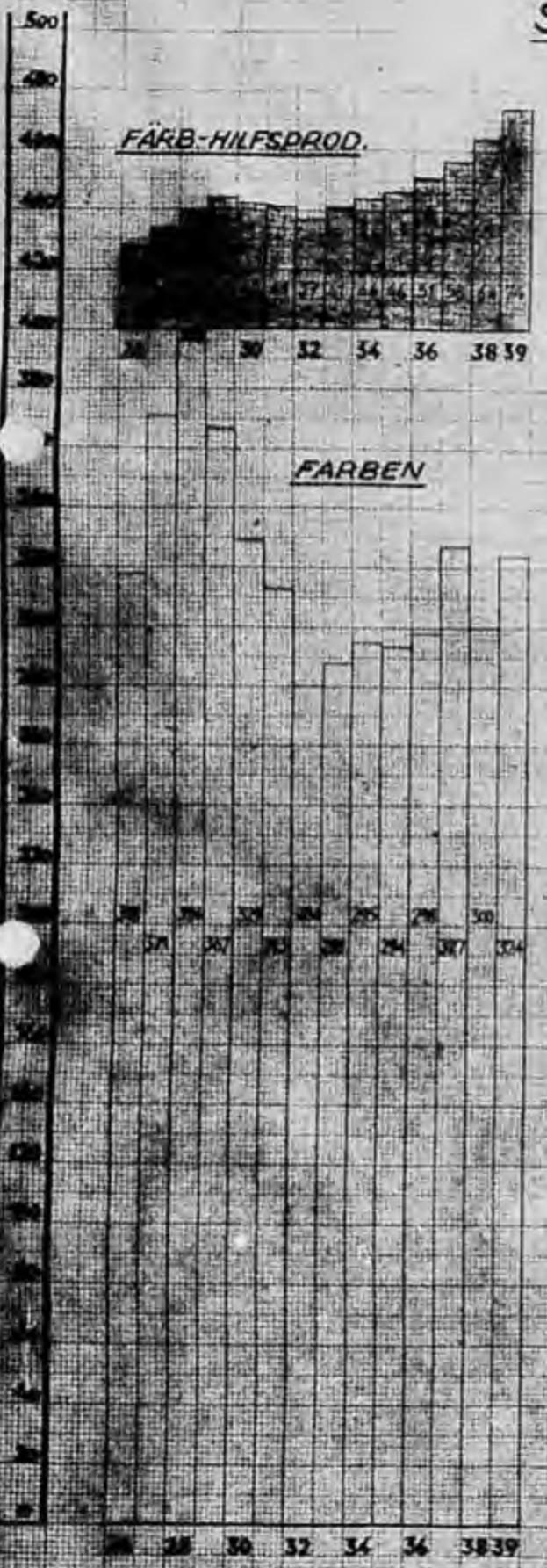
Ich, Dr. Ernst August STRUSS, Frankfurt a. M., Jahrgang 1899, deutscher Staatsbürger, als dem auf aufmerksam gemacht worden, will ich wahr und
 wahrhaftig eine falsche eidesstattliche Erklärung abgeben
 Ich erkläre an Protestant, daß meine auf diesem Schaubild gemachten Angaben, durch den Inhalt des Tea-Büros der Firma I.G. Farbenindustrie
 Aktiengesellschaft entnommen habe, nach meinem besten Wissen richtig sind. Dieses Schaubild zeigt die I.G. Umsätze der Sparte 2 in Million
 Reichsmark in den Jahren 1926-1939. Das Schaubild wurde freiwillig und ohne Zwang angefertigt, um die Beweisführung der
 Militärgerichtshof Nr. 1 in Justizgebäude Nürnberg, Deutschland, vorzulegen zu werden.
 Frankfurt a. M., den 10. Januar 1948

Dr. Ernst A. STRUSS

Die vorstehende von mir anerkannte Unterschrift des Herrn Dr. Ernst August STRUSS, wohnhaft Frankfurt a. M., Genferstr. 59, ist mir
 am 10. Januar 1948 persönlich gefolgt, was hiermit bestätigt und hiermit bezeugt wird.

Frankfurt a. M., den 10. Januar 1948
 Notar Dr. Ernst A. STRUSS
 Notar Dr. Ernst A. STRUSS
 Notar Dr. Ernst A. STRUSS

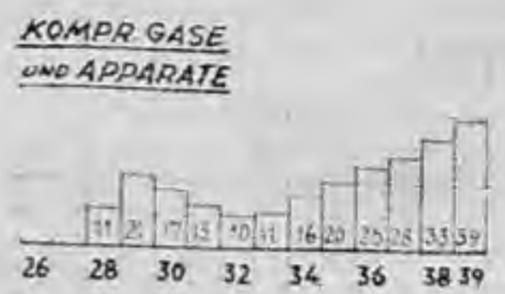
SPARTE 2 I.G.-UMSÄTZE IN MILLION RM.



FARB-HILFSPROD.

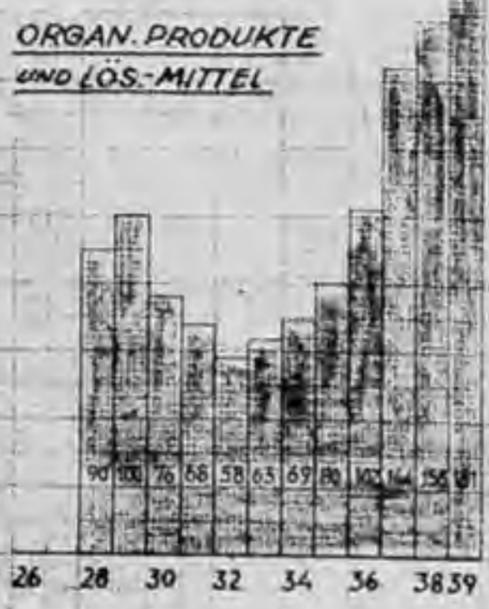


BUNA UND KUNSTSTOFFE

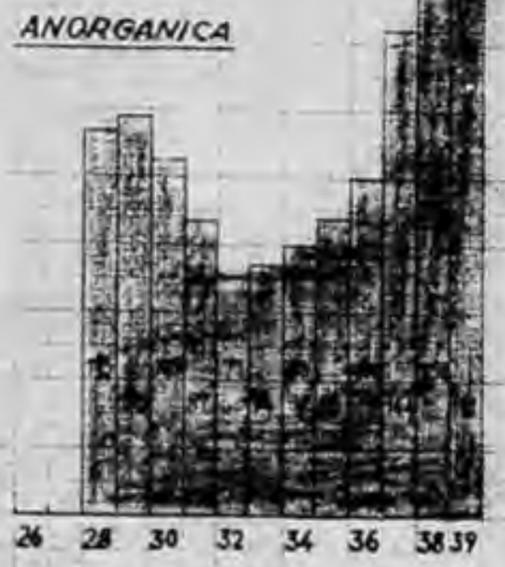


KOMPR. GASE UND APPARATE

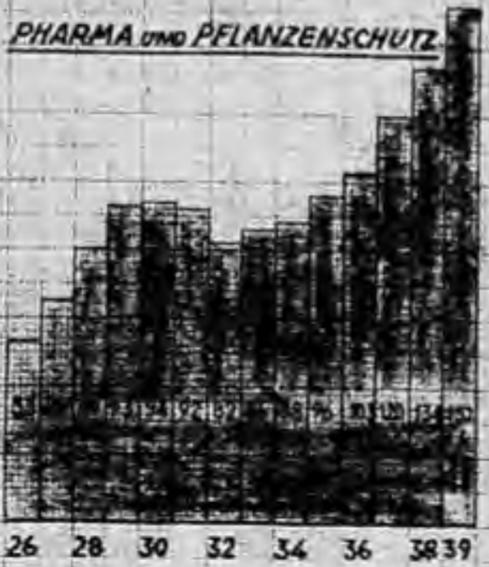
FARBEN



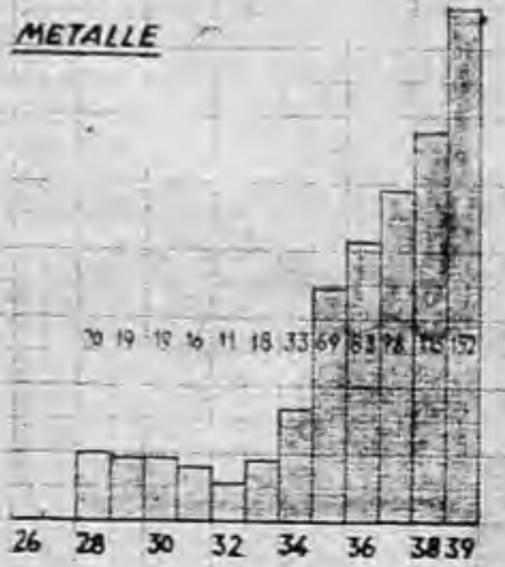
ORGAN. PRODUKTE UND LÖS.-MITTEL



ANORGANICA



PHARMA UND PFLANZENSCHUTZ



METALLE

Eidesstattliche Erklärung

Ich, Dr. Ernst August STRAUSS, Frankfurt/M., Görnerweg 59, deutscher Staatsbürger, als darauf aufmerksam gemacht worden, bestätige hiermit, dass die in den vorstehenden Diagrammen angegebenen Umsätze der I.G. Farbenindustrie AG, die ich als deren alleiniger Geschäftsführer in den Jahren 1926 bis 1939 geleitet habe, nach bestem Wissen und Gewissen richtig sind. Das Schenkverhältnis zwischen der I.G. Farbenindustrie AG und dem Reichswirtschaftsministerium ist mir bekannt. Das Schenkverhältnis wurde freiwillig und ohne Zwang eingeleitet, um als Beweismaterial einer Mithingensichtnahme durch die Reichsregierung, Deutschland, vorgelegt zu werden.
 Frankfurt/M., den 10. Januar 1948
 Dr. Ernst August STRAUSS

Die vorstehenden Angaben sind meine persönliche Erklärung. Ich bestätige hiermit, dass die in den vorstehenden Diagrammen angegebenen Umsätze der I.G. Farbenindustrie AG, die ich als deren alleiniger Geschäftsführer in den Jahren 1926 bis 1939 geleitet habe, nach bestem Wissen und Gewissen richtig sind. Das Schenkverhältnis zwischen der I.G. Farbenindustrie AG und dem Reichswirtschaftsministerium ist mir bekannt. Das Schenkverhältnis wurde freiwillig und ohne Zwang eingeleitet, um als Beweismaterial einer Mithingensichtnahme durch die Reichsregierung, Deutschland, vorgelegt zu werden.
 Frankfurt/M., den 10. Januar 1948
 Kurt Bodehmann

Affidavit: I, Dr. Ernst August Struss, Frankfurt/Main, Goertner-
weg 59, German national, have been duly warned that
by any false statement I will render myself liable
to punishment. I declare under oath that the state-
ments I made on this diagram, which I obtained from
the files of the I.E. office of the former IG-Farbenindustrie
aktiengesellschaft are correct to the best of my knowledge and
belief. This diagram shows the turnover of the IG in million
RM during the years 1926 - 1939, subdivided into 2 parts.
The diagram was made voluntarily and without coercion in order
to be presented as evidence to the Military Tribunal VI in
the Palace of Justice Nuremberg, Germany.

Frankfurt/Main, 10 January 1948

(signature:) Dr. Ernst A. Struss
(Dr. Ernst A. Struss)

The above signature recognized by me as being of Dr.
Ernst August Struss, resident Frankfurt/Main, Goertnerweg 59,
has been made in my presence on 10 January 1948 here,
which I herewith certify and witness.

Frankfurt/Main, 10 January 1948.

(signed:) Karl Bornemann
Defense counsel in case VI
before the military tribunal
at Nuremberg.

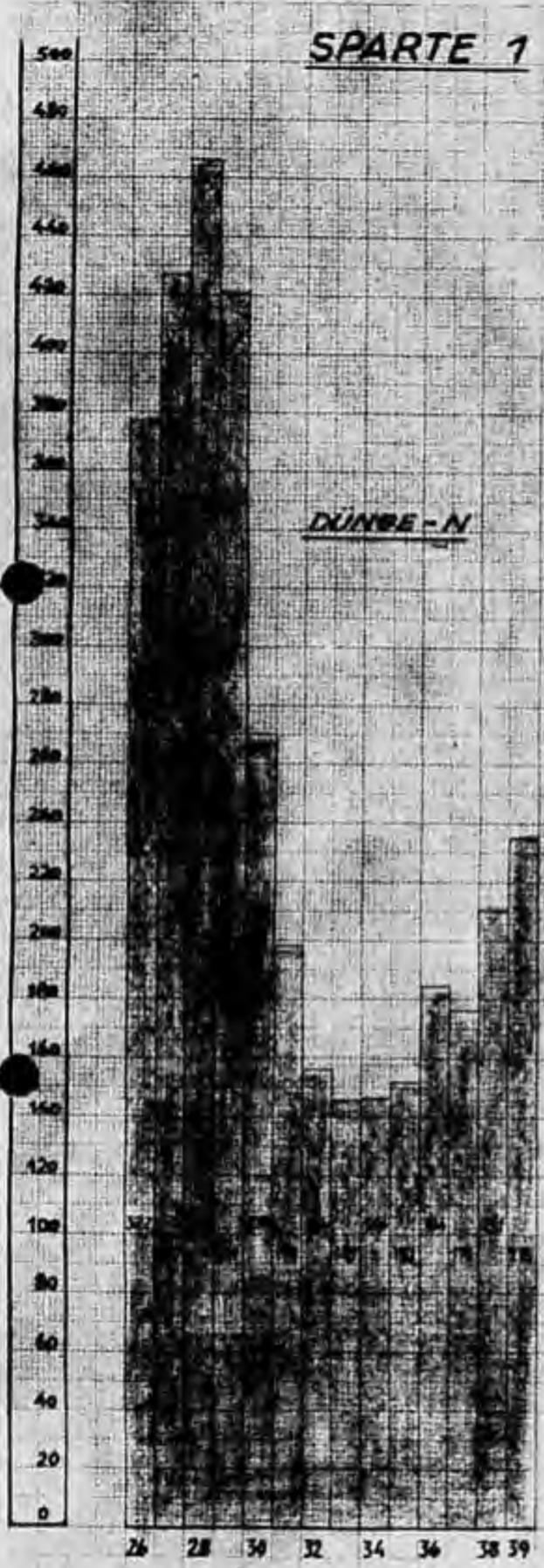
CERTIFICATE OF TRANSLATION

4 February 1948

I, Gerta Kannova, No. 20 151, hereby certify that I am
thoroughly conversant with the English and German
languages and that the above is a true and correct
translation of document book III, ter reer No. 63

Gerta KANNOVA,
No. 20 151.

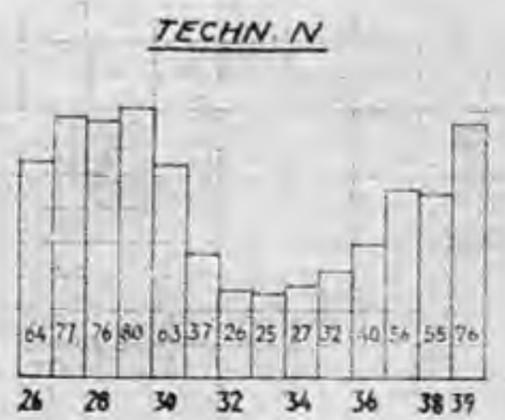
SPARTE 1 **I.G.-UMSÄTZE**
 IN MILLION RM.



DÜNGE - N



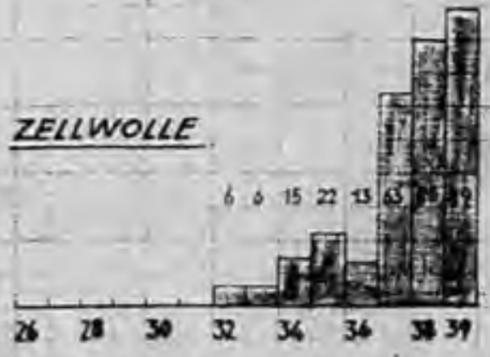
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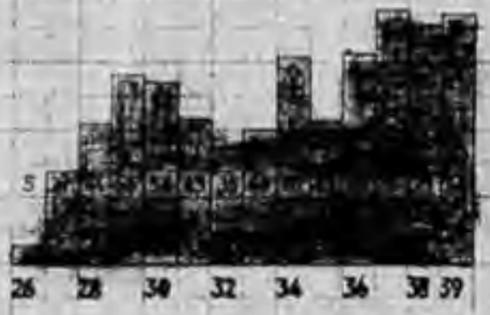
TECHN. N

SPARTE 3

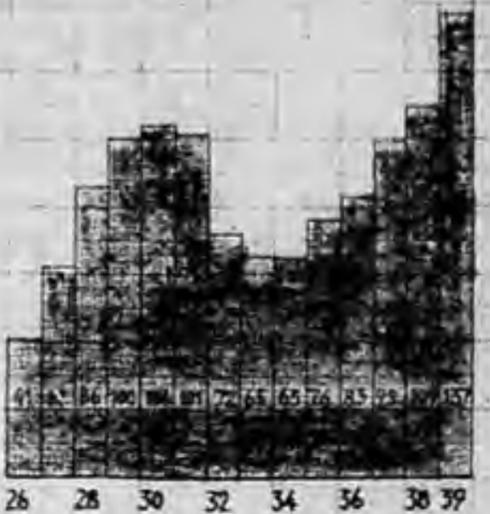
ZELLWOLLE



KUNSTSEIDE



PHOTO



Fidesstiftliche Erziehung

Im Dr. Ernst August STRUSS, Frankfurt/M., Germerweg 49, deutscher Staatsbürger, bin darauf aufmerksam gemacht worden, daß ich nicht ersichtlich mache, wenn ich eine Abgabe fidesstiftliche Erziehung mache.

Ich erkläre an Fidesstiftung, daß meine auf diesem Schwabell gemachten Angaben, die ich über Aktien des I.G. Farben der früheren I.G. Farbenindustrie Aktiengesellschaft (Aktiengesellschaft) habe, nicht im Sinne der Fidesstiftung sind. Ich erkläre, daß ich die Fidesstiftung nicht als Empfängerin der Fidesstiftung betrachte und daß ich die Fidesstiftung nicht als Empfängerin der Fidesstiftung betrachte.

Frankfurt/M., den 10. Dezember 1940

Dr. Ernst August STRUSS

Die Fidesstiftung hat eine entsprechende Unterschrift des Herrn Dr. Ernst August STRUSS, geboren am 17. Juni 1886, in Frankfurt/M., am 10. Dezember 1940.

The I.G. under Orders from the Authorities, especially from the Reich Office for Economic Development (Reichsamt fuer Wirtschaftsaufbau),

Approximately since 1936/37 the control of building activities commenced to be exercised increasingly by the authorities, and this control manifested itself in that the authorities allotted the building materials, especially iron.

For this reason the I.G. could no longer erect their new buildings according to their own plans but more and more became dependent for this on the authorities. The allocation of iron for the majority of the I.G.'s work was made through the Reich Office for Economic Development. The Reich Office officials in a more and more ruthless manner interfered with the internal affairs of the I.G.; they inspected the plants of the I.G. and finally demanded access to the laboratories as well in order to be able to watch new processes already in the development stage. After the outbreak of war this situation became visibly worse and I remember Dr. ter Meer asking me one day: "How many of the credits on the agenda of the next Technical Committee meeting cover the wishes of the I.G. and how many those of the authorities?" I replied that not even 10 % of the credits had been requested by ourselves and that the rest had been made by the authorities.

Attestation

I, Dr. Ernst August Struss, residing in Frankfurt/Main, Gaertnerweg 59, of German nationality, have been cautioned that any false statement on my part will render me liable to punishment.

I declare on oath that my statement on this page, entitled "The I.G. under Orders from the Authorities, especially from the Reich Office for Economic Development" corresponds to the truth and was made voluntarily and without coercion for submission as evidence to military court No. VI at the Palace of Justice Nuernberg, Germany.

Frankfurt/M.
12 January 1948

(signature): Dr. Ernst A. Struss
(Dr. Ernst A. Struss)

The above signature which I hereby acknowledge, of Dr. Ernst A. Struss, residing in Frankfurt/M., Gaertnerweg 59, was executed before me here on 12 January 1948 which I hereby certify and attest.

Frankfurt/M.
12 January 1948

(signature: illegible)
(Defense Counsel at Case VI before
the Military Tribunal Nuernberg)

DOCUMENT BOOK III TER MEER No. 64
EXHIBIT TER MEER No.

CERTIFICATE OF TRANSLATION

3 February 1948

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book III ter Meer No. 64.

George GOODMAN,
No. 34789.

AFFIDAVIT

I, Dr. Ernst August Struss, residing in Frankfurt/Main, Goertnerweg 59, of German nationality, having been cautioned that any false statement on my part will render me liable to punishment and that the following statement regarding the inspection reports of the Dynamit Aktiengesellschaft will be submitted as evidence to the military tribunal in Nuremberg, hereby declare on oath, voluntarily and without coercion:

Inspection reports on the Dynamit Aktiengesellschaft

The annual inspection reports of the DAG, proper and of the firms affiliated to the DAG, were submitted to the office of the Technical Committee regularly and perused by me. I never submitted these reports to Dr. ter Meer, because I knew that he was not interested in them.

On several occasions the Verwertchemie was also mentioned in the inspection reports of the Dynamit A.G. However, I never formed a clear idea regarding this company since the name Verwertchemie did not mean anything in particular to me. The office of the Technical Committee never received any reports from the Verwertchemie.

The turn-over figures of the Dynamit A.G. which I have submitted to Dr. ter Meer occasionally, together with the turn-over figures for the I.G., were not taken from the inspection reports but from statements which we received quarterly from the central bookkeeping department.

Frankfurt/Main, 21 January 1948

(Signature): Dr. Ernst A. Struss

The above signature which I hereby acknowledge of Dr. Ernst A. Struss, residing in Frankfurt/M., Goertnerweg 59, was executed before me here on 21 January 1948, which I hereby certify and attest.

Frankfurt/M., 21 January 1948

(Signature): Helmuth Hinze
(Helmuth Hinze)

Defense Counsel at Case VI before
the Military Tribunal in Nuremberg)

DOCUMENT BOOK III TER LEER No. 65
EXHIBIT TER LEER No.

CERTIFICATE OF TRANSLATION

3 February 1948

I, George SOOBIAN, No. 34769, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book III ter Leer No. 65.

George SOOBIAN,
No. 34769

AFFIDAVIT

I, Friedrich Hermann ter Meer, member of the Vorstand of I. G. Farbenindustrie from 1935 to 1945, after having been warned that I will be liable to punishment for making a false statement, herewith state the following under oath of my own free will and without coercion.

1. While I was imprisoned in Gransberg Prison in 1945, I was interrogated by Messrs. Glaser and Purcell, American investigators. Below is set forth a record of an interrogation of me which was conducted on 25 September 1945. After this record was submitted to me in 1945, I made corrections in my own handwriting and initialed the corrections as appears in the margin of the record below.

"Interrogation of
Fritz ter Meer

25 September 1945
1:30 to 4 PM Tuesday

- Q. What is your full name?
- A. Fritz ter Meer.
- Q. What is your profession?
- A. I am a chemist.
- Q. What official position did you hold in I.G.?
- A. I was a member of the board of directors.
- Q. And you were also in charge of the Sparte III?
- A. Yes.
- Q. And within the board which of the Sparte was under your leadership?
- A. Within the board of I. G. Farbenindustrie, we had a division into three Spartas and Sparte III was under my leadership.
- Q. When did you become acquainted with the mobilization plans for war drawn up in 1936 by the various I. G. plants.
- A. Well, I wouldn't call that mobilization for war. I don't think I.G. has done any mobilization for war at all. It has built up some plants, but it has never participated in a war preparation of any kind. I really don't understand exactly the sense of your question.
- Q. When war was declared in 1939, did I. G. Farben follow any particular policy with respect to production which was different than its production policy before the declaration of war?

(Signed Dr. Fr. ter Meer)

- A. When the war broke out, there had been beforehand, a plan worked out in Berlin for the chemical business, through the Wirtschaftsgruppe Chemie, and they gave us at the beginning of the war, certain orders. The direction of manufacture went from the hands of the board of directors of I.G. into the hands of officials in Berlin, who gave us orders to produce according to the supply of raw materials available and so on. Sara or Lisa
tll
- Q. I originally asked you when, to your knowledge, the various I.G. plants had submitted proposed plans for mobilization. You said they didn't. Is your answer that you were not aware of what production you would have to do in case of war until you were told by the Wirtschaftsgruppe Chemie?
- A. In a general way, I.G. continued to manufacture during the war the same productions as I.G. did before the war. In certain instances for example, the production became smaller and in certain productions perhaps production became larger, but the number of plants within the hands of I.G., which had not worked before the war and began to work at the beginning of the war, is probably very, very small.
- Q. As the chief of Sparte II and as a member of the board of directors of I.G., when did you first learn that plans for the mobilization of the chemical business of I.G. Farben were prepared?
- A. I don't know the year, and I don't know whether the plans for mobilization in a specific instance have been made at all. That I really don't know. I do know that questionnaires have been sent to I. G. Farben.

(Page 2 of original)

- Q. Are you acquainted with the so-called war games which were held at certain I.G. plants and were conducted by Luftwaffe officers, to determine the nature of bombing damage which would occur to such plants?
- A. Yes. I am acquainted with this. I know we had war games in Ludwigshafen and Leverkusen. Dr. Struss was present there. He had been present at one or the other, perhaps both, and I should think similar war games have been held in other factories. The idea of the war games was to see what damage would be done in case some building was destroyed. For instance, in the energy producing plants to be destroyed, what could be done to keep up the main manufacture of the plant.
- Q. Do you recall generally about what time that took place?
- A. That I do not know, but I think Dr. Struss could easily answer that question for you.
- Q. Was it your impression that the war games were held to determine what might happen if Germany were attacked or rather that data was being collected to determine what damage could be inflicted on similar plants in other countries?
- A. That was to find out what could be done in certain factories, if certain damage had been done. I don't know of any other things.

(Signed Dr. Fritz Kaser)

- Q. Do you believe that this was just an ordinary procedure in the event that Germany should be attacked?
- A. Yes. That is my opinion.
- Q. What were the principal functions of the Vermittlungestelle W?
- A. The Vermittlungestelle W must have been formed in the last years before the war, but I don't recall the exact date especially, as the Vermittlungestelle W worked at the beginning only for Sparta I and later on for Sparta II. I think the first idea of Vermittlungestelle W was this. We had certain agreements, international agreements, for instance with Standard Oil and other firms, in which we had to give technical experiences and know-how. Already years before the war came, we, in Germany, had to receive governmental permission for such transfers, but I know it also was used in other countries. In the United States your Dupont Company had to seek the permission of your government in relation to the exchange of experiences. I remember that in the contract between Dupont and I.G. in the nylon field, a clause was inserted which provided that the permission of the government might have to be asked for the exchange of technical or scientific information from one firm to the other. Such notification of informing your government before giving certain technical information to a firm outside of the U.S. also existed in Germany. and we had quite a number of international agreements. The question of asking some authority in Berlin whether such patents could be handled through that foreign company came up rather often and therefore we installed in Berlin a small group which we called the Vermittlungestelle W which was under the direction of Dr. Dielmann for Sparta I and later on was under the direction of Dr. Brüning, and that later it was handled by Dr. Gorr. They had to follow up these questions. That was the first point which occupied Vermittlungestelle W. Later on the

(Page 3 of original)

TH

Q Wirtschaftsgruppe and
others

TH

Vermittlungestelle W was used for all questions to be taken up in Berlin with the authorities. For instance, the Tes Büro in Frankfurt was in constant contact with Vermittlungestelle W. They telephoned every day on all matters and all manners of questions. They asked certain questions which had to be answered by the G.E.W. & Vermittlungestelle W became the Berlin bureau for the activities of the I.G. factories, and also certain central organizations like the Tes Büro which was a technical bureau. But the beginning of the idea was for clearance on transfer of patents, know-how and scientific processes.

- Q. Do you know that the Vermittlungestelle W was formed in 1934?
- A. I don't think it was as early as that.
- Q. Who in I. G. Farben was responsible for the original establishment and/or was in charge of the Vermittlungestelle W?
- A. As I mentioned before, the Vermittlungestelle W was first established by Sparta I and it was my opinion that Dr. Krauch was the

(Signed Dr. Fr. ter Meer)

one who formed the Vermittlungsstelle W. At the beginning this was only for the purposes of Sparte I. Later on, when the questions to be handled in Berlin were more numerous, he made the proposal that this organization must be for Sparte II and Sparte III. Therefore, myself and Dr. Gajewsky were appointed to work with the Vermittlungsstelle W. agreed TM

Q. Can it be said therefore, that I. G. Farben's freedom of action with respect to its international agreements has been restricted since the first drafts of the "Economic high treason" legislation by the Nazis late in 1933.

A. Yes.

Q. To what extent did this program of the Nazi government interfere with the ability of I. G. Farben to meet its contractual obligations under international agreements?

A. It brought complications to I. G. Farben. It made us hesitate to fulfill the contracts which we had with other people. If we followed out our terms, we might be punished in Germany. Therefore, we had to start this business of asking the responsible governmental authorities whether we could do this or that, and would they allow us to transmit certain information, and can we handle that patent, and would these come under the high treason act? Later on the Vermittlungsstelle W acted as the Berlin office, which took care of such things for us.

Q. Is it not true that before the formation of the Vermittlungsstelle W the governmental agencies, including the Wehrmacht, dealt with individual plants and that there was no central clearance point for such matters.

A. Yes.

Q. Would you say that the policy of the Nazi government with respect to the transfer of patents, know-how and economic secrets was intended to keep the Wehrmacht as strong as possible, and to prevent the foreign contractual countries to those international agreements from getting those economic secrets in order to keep them as weak as possible?

(Page 4 of original)

A. I don't think that the consequences of this supervision of exchange of technical knowledge went so far. But in certain cases that is certainly true because if the government did not allow us to send patents to America, they would be kept secret in Germany, and that would make Germany stronger, and America weaker. On the other hand, this question has been asked the German government and German military authorities. I would like to mention that the German authorities, also the military authorities in Berlin were, in this respect, very generous and fair about it. Generous, in that they allowed almost anything we asked for, and fair that they did not deny our proposals which would bring us into a bad position with our partners outside of Germany. I would like to tell you that in 1938 before I went for the last time to the United States, I got the permission from the OEW to offer the Buna patents to the American rubber industry.

(Signed Dr. Fr. ter Meer)

- Q. When you received the permission of the O.K.W. to assign the Buna patents to Standard Oil, did they include the right to transfer technical know-how?
- A. No.
- Q. Why weren't the Buna patents brought under the terms of the Jasco agreement before their transfer in 1939?
- A. I do not know whether it was regular procedure to transfer patents to Jasco. I don't recall whether Jasco had an agreement which stated that the patents had to be handed over to the Jasco.
- Q. Under the terms of the Jasco agreement, is it true that the initiating or creative party to the agreement had the right to determine when the process came under the terms of the Jasco agreement?
- A. The creator had certain special rights in the field in which they found an invention. They were also entitled to super royalty rights.
- Q. Do you know whether that is true with respect to the fact that the founder of the invention had the right to determine whether and when the invention came under the terms of the Jasco agreement?
- A. Maybe there was such a clause in the agreement.
- Q. If that is the case, it would have been possible for I. G. Farben to have withheld a process such as Buna from coming under the terms of the Jasco agreement?
- A. If there was such a clause in the contract, I.G. would have been able to take advantage of it.
- Q. Was that the case with respect to the Buna patents?
- A. No.
- Q. Recognizing the fact that you were a member of a private firm which was interested in doing ordinary commercial business, you admit that it was not possible under the Nazi government to proceed in the ordinary commercial exploitation of processes which involved strategic goods for war?
- A. Yes. We had to ask for permission. That was not only the case for Germany, but that was the same in questions dealing with America.

(Page 5 of original)

- Q. Are you familiar with the transfer of several hundred patents to Walter Dillberg in May of 1940?
- A. Yes. I was personally in Basle when it was discussed there.
- Q. Do you recall that there was a provision with respect to the transfer of patents to Dillberg, to the effect that Farben would be able to repurchase from him or his heirs the patents transferred to him, for the same price paid by him?

(Signed Dr. Fr. ter Meer)

- A. No. I don't recall that. I don't think that could have been done because we gave him a certain bunch of patents and he paid a certain price.
- Q. What was the underlying purpose of the bulk transfer of patents to General Aniline and Film for 985,000 dollars in 1940?
- A. This was for the purpose of selling those patents to General Aniline and Film works at a fair sum. I think that the underlying idea was to help Germany in a situation where we needed foreign currencies, and I think we sold quite a lot of patents at that time. Many of them were sold to General Aniline and Film.
- Q. You indicate that the principal reason for the sale at that time was to obtain foreign exchange. Wasn't the safeguarding of those patents against possible seizure in the event of war with the U. S. also a primary purpose?
- A. Yes.
- Q. To your knowledge, was it not a part of the Nazi policy in 1940 to encourage German firms including Siemens and other firms which had patents in the United States, to transfer or sell those patents in order to obtain foreign currency?
- A. I ask you to remember that I.G. is a very big firm and that the patents questions in this case were handled by von Knierim, and so I am not aware of all the facts. I think what we did pleased them very much. They acknowledged that they were very pleased to get the foreign exchange at that time.
- Q. Were you in close and continuous contact with Professor Krauch, even after he accepted a position in the Four Year Plan in 1936?
- A. The contact was not a very close one. Plans for instance had been handled under Dr. Krauch's control and directly with him, as a rule we had to do with Dr. Meisel, his assistant under the Four Year Plan. The cooperation with Professor Krauch was not a close one. Dr. Krauch used to be a colleague of mine. This was as a result of the fact that there were three leaders of the Sparta and we could get together in ordinary times. Later on, in Berlin, he was very busy with the Four Year Plan, so contact became much looser.
- Q. How active was Professor Krauch in the management of I. G. Farben after he assumed his duties with Goering's Four Year Plan?
- A. Well, in the first place, he was still director of I.G. and he was still leader of Sparta I. He left his post as director of I.G. much later. It was only during the war. I don't recall the exact year, but I think in 1940 or even after 1940. I think the year does not play a role in this. At the beginning, he was in Berlin and he was the leader of Sparta I, and I had at the time, the feeling these two posts were in conflict with each other and it

(Page 5 of original)

Schultz tM

was not a good thing. It was my personal proposal to Dr. Seesh that Mr. Krauch should give up his post as leader of Sparta I

(Signed Dr. Fr. ter Meer)

and hand it over to Dr. Schneider, who then became leader of Sparte I.

Q. In 1940, Professor Krauch became Chairman of the Aufsichtsrat. At that time and subsequently, how close was his relationship with the activities of Farben?

A. It was very small. For instance, although he was the chairman of the Aufsichtsrat, the Aufsichtsrat had nothing to do with the business proper, but merely has certain supervisory capacities. And for this reason, Krauch not being any longer member of the board of directors of I.G., but merely chairman of the Aufsichtsrat, had no purpose to interfere with the decision line of our business, and therefore we did not go to seek about anything. We did our duties ourselves. So, I think his relations with the business of I.G. became very loose, with the exception of Sparte I. I think Mr. Schneider and Raschke continued in contact with Professor Krauch, but not so much the other gentlemen.

Q. Can you make a reasonable estimate as to the year in which Dr. Schneider replaced Professor Krauch as head of Sparte II?

A. I would say from my knowledge it was in 1940 or 1941.

Q. Between 1936 and 1940 when Dr. Krauch became chairman of the Aufsichtsrat, was he still head of Sparte II?

A. That is true, yes.

Q. Between 1936 and 1940 would you describe Professor Krauch's relationship with I.G. activities as being slight or loose, as you call it?

A. No. It was still the usual relationship until 1940, only weakened by the fact that he was very often in Berlin in connection with his duties under the Four Year Plan, but he did his duty as a member of I.G. and as a leader of Sparte I.

TH

Q. Would you say that the majority of his time between 1936 to 1940 was spent in his duties as a director of I.G., or as a head of the chemical section of the Goering Four Year Plan?

A. I think the latter one. He was more occupied in Berlin, and had his work in Sparte I done by his personal colleagues.

Q. Did you know that in 1938 Dr. Bosch saw Goering because of his concern and realization that Germany was going to war?

A. No. I didn't know that.

Q. When did it become apparent to you or the members of the Vorstand of I.G. that Germany intended to go to war?

A. I cannot answer that for other persons. I will answer for myself — when the war broke out. We always were fully confident that the war would be avoided. We saw that in 1938, when the political situation became very severe, as the conference in Munich, etc., brought out. The steps taken afterwards by our government, the steps taken towards Czechoslovakia were very risky ones, but we

were still hopeful and confident that the war could be avoided, just as it had been avoided in 1938. We hoped that the general attitude of the larger proportion of the German people would prevail against war. It is a pity that it has not been done.

(Page 7 of original)

- Q. When you say that you believed and were confident that war could be avoided, do you mean that if the same kind of concessions continued to be made, that it would not be necessary to go to war? If you could have been confident, after listening to Hitler and having seen what took place in 1938, that there would be no war, then you must have believed that concessions of the same kind as Munich would continue to be made?
- A. Yes. I had the opinion that the treatment of the Czechs in the spring of 1939 was a step which should have been less understandable by you and the English, than the steps taken against Poland, because I heard in both countries by persons well-informed, that the correction of the German-Polish frontier should take place one day, since the German claims for the Polish Corridor and Danzig were proper ones. I had the feeling that as the war was avoided in the spring of 1939, it could again be avoided in the fall, when this Polish question came about.
- Q. And that is because you felt that the justification for a correction in the relationship between Poland and Germany was more understandable than the concessions which were made in the case of Czechoslovakia previously?
- A. Yes. My feeling is that, if I put it concretely, between Czechoslovakia and Germany, a deal had been made in Munich with the help of the various countries represented, by which we took back Sudeten Germans and left Czechoslovakia as it was. From my point of view, I wouldn't have touched Czechoslovakia, because I had gotten what I wanted. In the case of Poland, I had the feeling that we had or we ought to be on better grounds to get for and receive something, i.e. the situation of the frontier.
- Q. And for that reason you were confident that a conflict would be avoided?
- A. That is my opinion.
- Q. But you know that if the concessions were not made, the German war machine was prepared to march into Poland?
- I had no positive knowledge of it. TM
- A. Every war machine is prepared to go to war.
- Q. Were your relations with I. G. Farben on the same good plain as they had been in previous years, when you decided to go into Italy in 1943?
- A. Yes.
- TM Q. Are you acquainted with the negotiations by I.G. with the Standard Oil Company in 1936 having to do with the purchase of \$20,000,000 of high grade aviation oil and gasoline for the German Government?

- A. I have been told about it by von Krieger, but I had nothing to do with it, and I was not a party to the negotiations.
- tM Q. Did you assume your job in connection with the Italian Chemical industry, as a result of the attempt by the German government to disburse its chemical industry away from bombing attacks?
- A. The Italian chemical industry is in comparison with the German chemical industry too small to make good for major destructions brought to German major chemical factories. But this was undoubtedly

(Page 8 of original)

one of the purposes. In such cases where the Italian factories could be helpful, certain products were sent from Italy to Germany after the destruction had taken place in German factories. This was for instance, the case with methanol, chloroac and other products. tM

Q. What was your official capacity in Italy?

A. In Italy, a number of industrial directors were gathered for all sorts of industry, among others, the chemical industry, who supervised the Italian industry and did the necessary steps to start manufacture again, which had been stopped especially through the lack of coal. In 1944 September, I became also
Beauftragter tM

Q. were you at that time acting under the German military government for northern Italy?

Yes.

A. I got this office through the Ministry of Armament of Dr. Speer. tM

"I have read the record of this interrogation and I swear that the answers given by me to the questions of Messrs. Gleser and Purcell are true."

(Signed) Dr. Fr. ter Meer
Signature

Director of I. G. Farben
Firm and Position in that Firm"

2. Since I was not satisfied with the results of this interrogation, since my answers followed the line of precise questions and since I had
tM not been advised of the line of questioning in advance, I submitted, on 5 October 1945, a memorandum entitled "Re: Interrogation of September 25th, 1945. Interrogators Messrs. Gleser and Purcell", the text of which follows:

(Signed Dr. Fr. ter Meer)

Memorandum.

Re: Interrogation of September 25th, 1945
Interrogators Messrs. Gleser and Purcell.

Page one of the minutes of the above mentioned interrogation does not, although quoted correctly, give a clear picture of the subjects treated therein. I would like to comment on these subjects with my own wording and free from precise questions.

Mobilization Plans: I. G. Farben has not drawn up mobilization plans. To my best knowledge, neither the various I. G. Plants nor central departments (like the Tee-Büro in Frankfurt) have prepared mobilization plans. What they did was handing in of informations as to I. G. Farben's manufacturing capacities etc. in the various lines of production. Such informations have been asked for I. G. Farben by different parties. I recollect specifically the following.

At a very early date, say be already in 1933 or 34, the Statistische Reichamt, a subdivision of the Reichswirtschaftsministerium, sent out questionnaires to I. G. Farben - and I suppose to the whole of German industry - in which very detailed questions were asked concerning the whole range of products made by I.G. as far as the products of Sparte II are concerned I am under the impression that the answers have been given through the Tee-Büro. These questionnaires went so far as to inquire in manufacturing secrets like chemical structures and compositions, the processes applied and raw materials used, yields, production figures, etc. which we did not like to give away. I sent Dr. Striese to Berlin in order to use all efforts to avoid such a far-reaching looking out of our business secrets, but without success. I presume that the informations drawn from these questionnaires have been put at the disposal of civil and military authorities.

Similar informations have been asked by Dr. Ungewitter, Managing Director of the Wirtschaftsgruppe Chemische Industrie who held special powers as Reichsbeauftragter fuer die Chemische Industrie. Dr. Ungewitter gave so-called Fortigungsaufträge to the various I.G. plants. I do not recall whether such orders have been given to the plants before the outbreak of the war, but I believe not. I remember that it was a great surprise when we heard the day after the declaration of war that Ludwigshafen had no such order at all, that is to say that according to Dr. Ungewitter's plan Ludwigshafen had to come to a standstill. We took immediately the necessary steps in order to correct this measure. I recall further that the production of dyestuffs was cut down I believe to 70 % of a normal year

(Page 2 of original)

at the moment of the outbreak of the war which measure was also unknown to us beforehand. These examples show that Dr. Ungewitter in his capacity as Reichsbeauftragter had carefully prepared a mobilization plan for the chemical industry, without informing the industry itself before the war was declared.

Furthermore informations have been given to H. Kuppler, Wirtschaftsbeauftragter of the Führer, and associates, and later after

the pronouncement of the Four Years Plan to the Amt für Deutsche Roh- und Werkstoffe (Oberst Loeb) and to the Reichsamt für Wirtschaftsausschuss (Dr. Krauch). As a rule these informations were given in conferences between officials of these authorities and experts of the industry. In the case of the Reichsamt für Wirtschaftsausschuss Dr. Krauch nominated experts of the industry for specific fields of manufacture who kept contact with the corresponding divisions of the Reichsamt. Of course statistics, reports, etc., had to be handed in.

6d Finally I would mention those manufactures which were provided for military purposes. I do not know if in a general way mobilization orders have been given to I.G. plants for such productions. In one case (manufacture of centralite, a powder stabilizer, in the Wolfen works) I have been told that the initial and main productive work in Uerdingen had the order to send at once, in the case of war, chemists and foremen to Wolfen in order to start the plant. But the number of such "Bereitschaftsanlagen" within I.G. which had to start production only at the outbreak of a war was very small.

6N As I mentioned already during the interrogation, this statement does not refer to the works of Dynamit Nobel and Wolf-Walserode, which although controlled by I.G. had their own management and kept their activities secret. I therefore cannot say, if and what mobilization plans or orders existed there.

Production policy before and after the declaration of war:

The outbreak of the war had no great influence on I. G. Farben's production. By far the largest number of I. G. Farben's plants simply continued to manufacture the same products as before. I mentioned above the case of Ludwigshafen, a mere incident which was corrected at once. I mentioned furthermore the reduction of the dyestuff production and I know of other manufactures of minor importance which have been reduced. On the other hand probably certain manufactures which did not run at full capacity have been increased; I have no specific example on hand. On the whole the I. G. plants were very busy when the war was declared and continued to do so. Later on, during the war, naturally things changed very much for different reasons.

(Page 3 of original)

I would like to point out the fact that I. G. Farben - with the exception of Dynamit Nobel and Wolf-Walserode - does not primarily manufacture finished war material directly delivered to military authorities. Of course, in the long list of I.G. products there are such goods like aviation gasoline, special photographic films and special pharmaceuticals; furthermore certain intermediate products made by I.G., which are used for explosives and were delivered to explosive works, like nitrocellulose, diglycol, powder stabilizers permit to trace their final destination as war material. But by far the majority of the manufactured goods of I. G. Farben are either for civil use or go into other industries in which case it is in general impossible to determine their final destination. This explains, why I could not answer the question in which proportion I. G. Farben delivered war material before and after the declaration of war.

(Signed Dr. Fr. ter Meer)

"Governed industry": It was a basic point of the Nazi economical system that industry had to serve the country in every respect. But the experience we made from 1933 on went far beyond any reasonable limit. Red tape, heaps of paper, interference of unqualified officials had to be tackled in continuously increasing degree and at last - already before the declaration of the war - more or less all of our directions came from the Berlin authorities. They decided upon new manufactures, they told us where to build new plants, they disposed of our financial means, they watched and controlled every step. It is no exaggeration if I state that Berlin decided, what we had to manufacture, where to do it, according to which process we had to work, which raw material had to be used, to which consumer we had to deliver and which prices we had to quote.

This statement is made to the best of my present knowledge but is based only on my recollection, without any files on hand and without communicating with my assistants in the Tee-Bird who handled the information business in detail.

The above statement may therefore be incorrect and incomplete as to details of minor importance.

Duisin, October 5th, 1945.

(Signed) Dr. Fr. ter Meer

3. Since the unconditional surrender of Germany, it has always been my intention to state the full truth to Allied investigators to the best of my knowledge and belief. I hereby declare that my answers to the questions of the interrogation and my memorandum concerning the points raised by the interrogation were true to the best of my knowledge and belief at the time I made them. However, certain matters have come to my attention since September and October 1945, which require some additions or modifications to the interrogation and memorandum incorporated above. The additions and modifications are the following:

- a) Vermittlungsstelle # seems to have had a somewhat broader activity than I recollected and mentioned at the time.
- b) Krauch remained member of the Vorstand until 1940, but he resigned as Spartenfuhrer - head of Sparte-I in 1938, when Schneider took this post.
- c) I was correct when mentioning that I did not know that Dr.

(Signed Dr. Fr. ter Meer)

Bosch saw Goering in 1938 because of his concern and realization that Germany was going to war. Bosch had told me in the fall of 1938 that he intended to see Goering on this matter, but the results are not known to me.

4. I have ~~carefully~~ read each of the 13 pages of this declaration and have placed my signature at the bottom of each page. I have made the necessary corrections in my own handwriting and initialed each correction in the margin. I declare herewith under oath that I have stated the full truth to the best of my knowledge and belief.

(Signed) Dr. Fr. ter Meer
Dr. Fr. ter Meer

Sworn to and signed before me this 28th day of April 1947 at
Nurnberg, Germany, by Dr. Friedrich Hermann ter Meer, known to me
to be the person making the above affidavit.

(Signed) Drexel A. Sprecher
Drexel A. Sprecher

attorney
AGO number 473307
Office of Chief of Counsel
for War Crimes
U.S. War Department

CERTIFICATE

I, ERMA UBERSALL, AGO No. D-150096, hereby certify that this is
a true and correct copy of Document No. NI-5185, the original of
which is in the English language.

(Signed) Erma Ubersall
Erma Ubersall
AGO No. D-150096
U. S. Civilian

END

Dr. Fr. For Hear

Report about the activities of the I.G.
Farbenindustrie in the field of chemical
warfare (so-called poison gases).

The production and application of chemical warfare was prohibited by the Versailles treaty. In full recognition of this fact the I.G.-Werke, both during the pooling of interests (Interessengemeinschaft) (until 1925) and after the fusion with the I.G. Farbenindustrie Aktiengesellschaft until the beginning of the European crisis, never worked in this field, neither from the science nor the production angle.

First of all I should like to report about the developments in which the I.G. concentrated in the years following the world war i.e. ethylene chemistry because of its apparent connection with the chemical warfare agents ^{field (Leant)} which might lead to erroneous conclusions. These developments served the purposes of peace production exclusively; they fall into the same period as the world famous efforts of the Union Carbide & Chemical Co. in the United States who utilized ethylene from gases given off in the cracking process of gasoline. Germany being short of oils did not have this ethylene source, and therefore ethyl alcohol served as basic material from which ethylene was gained via a dehydrating contact. Originally, the most important ethylene derivative was the ethylene glycol (Glycolin, or Frostone as anti-freeze in the United States) which was gained by way of ethylene chlorhydrine and ethyl oxide. In addition there were numerous other derivatives such as glycol ether, the most important solvent and extender, and Igepones the most important

(page 2 of original)

textile finishing and washing aids. From benzol and ethylen ethyl benzol was gained and from this styrole, which served as Buna S- components on the one hand and for the production of plastic polystyrole on the other.

These examples suffice to show that the ethylene field became more and more important every year. Production from ethylene alcohol was very expensive and for this reason the I.G. at the beginning of the thirties created the Helton and Zweckel plants in the Ruhr district. Here a portion of production rich in ethylene originated in the processing of coke oven gas for the purpose of producing hydrogen for the ammonia synthesis, and this was made into pure ethylene according to the Linde process and was then converted into ethylene oxide. This went to Ludwigshafen for further processing.

In the production of glycol, a by-product diglycol was obtained which at first had no commercial value until through the work of the powder and high explosive industries attention was drawn to the diglycolidine nitrate which later played an important part as a powder agent (Pulvertreibstoff).

Never at this time, however, did the I.G., not even in a laboratory, touch the production of Iest from ethylene or from thiodiglycol.

The first intimation regarding the production of chemical warfare agents came from a military agency in the early thirties (I forget the exact date). At that time Professor Bosch, in a conference with the 3 Sparto leaders (Kreuch, Gajowski, ter Meer) reported that he had been approached with a request that the I.G. should produce chemical / in their plants and work
warfare agents

(page 3 of original)

in this field scientifically. We all agreed that this request should be turned down. This was done and the following reasons were given: It could not remain a secret if we started producing chemical warfare agents and if it should become

known abroad there would be a terrific outcry and protest in the press and the result would inevitably be a boycott of all I.G. products. The loss of foreign currency to be expected from this procedure was reported to the Reich Economy Ministry; whereupon the Military Agency withdrew its request.

After 1933 when Germany started enlarging its army the I.G. was given an order to establish a plant in Wolfen for the production of diglycol (about 1935). This gave the Army Ordnance Office access to the ethylene production and processing methods of the I.G. and the Army Ordnance Office once again requested the cooperation of the I.G. in the production of the ^{gas} chemical warfare agents. The I.G. refused consistently. The plant was then erected by the Army Ordnance Office via the Hentzen Company with the aid of the Orgasid S.a.B.G. The I.G. had to furnish them with the production methods for the preliminary products; the plant was built in Ammerdorf near Halle (approx. 1936/37).

The I.G.'s refusal to take part in the production of chemical ^{warfare agents} was strongly disapproved in official circles in Berlin. Strong pressure was put upon the I.G. repeatedly. For instance I.G. could not prevent the Army Ordnance Office from attaching a plant of their own for the production of diglycol and ^{gas} to the Huls-Buns-werke. The Army Ordnance Office also built a

(page 4 of original)

plant for the production of ethylene, diglycol, and Leost (the latter by way of Orgesid) in Gonderf. Here the process of partial hydration of acetylene to ethylene which the I.G. had developed was applied (building began about 1938/39).

I view the developments in this way: to the extent to which the political situation in Europe became more and more critical (crisis in the summer 1938) the I.G. was forced to yield ground until at long last the I.G. saw itself obliged to cooperate from a feeling of patriotic duty.

All the same the I.G. repeatedly and urgently requested the non-application of chemical warfare agents after the outbreak of war. At the beginning of 1939, from my knowledge of the raw material situation in countries rich in oil, I again sent a warning to the competent military authorities and tried to prove in figures that Germany was at a hopeless disadvantage concerning Leost which at that time I considered the most important and decisive chemical warfare agents.

Late in the fall of 1939 -- it must have been after the end of the Polish campaign -- Professor Harlein, Dr. Ambros and myself were called to the Army Ordnance Office where we were told of reports to the effect that the enemy was preparing for poison gas warfare and that Germany had no effective equivalent weapons because our efforts up to date were far too feeble. Our repeated argument that poison gas warfare would be hopeless for Germany was refuted with the remark

(page 5 of original)

that Germany had no intention of taking the initiative, but that she would have to be prepared for her defense. The discussion now turned to the new product, discovered in Elberfeld and at that time called Golan. I had only learnt of its existence that very day. As far as I remember the details, in Elberfeld during work on means for the extermination of vermin foreign patents were discovered which dealt with the effect of phosphorus oxychloride on amines. Following up of this idea and the introduction of a cyanide group as well as a subsequent conversion of the intermediate product led to materials with poisonous effects unknown so far. See post script. The production of Golan on a large scale needed further extensive study, and the production of the dimethylene amine was also to be developed. Under the impression of these news I said the I.G. would agree to take on this work. In view of our unchanged disapproval, on principle, to this field of work I further stated that the I.G. would refuse to do this work on any basis other than the refund of our expenses.

Of further work done by the I.G. in the field of chemical warfare I know the following, but I would like to add that I may not be fully informed of all the details.

Following instructions by the Army Ordnance Office the so-called direct Lest process was worked out at the anorganic Leverkusen laboratory.

(page 6 of original)

When inspecting the Uerdington works I was informed of the intended erection of an azine installation.

Subsequent work in the Gelan field led to the still superior product of Sarin, the manufacture of which was planned to take place at a plant called "Sagwerk" near Berlin.

The Gonderf and Dymornferth plants - the latter manufactured Gelan and its preliminary products - were financed by the Army Ordnance Office and operated as plants of the Anorgana G.m.b.H.; the latter had been established by the I.G. for this purpose. Lease contracts were concluded with the Army Ordnance Office. I was chairman of the Aufsichtsrat of the Anorgana G.m.b.H. The appointment of an Aufsichtsrat is not usual in Germany for limited liability companies but was instituted in this instance in order to give representatives of the Army Ordnance Office access to the management and a voice in the resolution concerning the yearly balance sheet. The Aufsichtsrat met once a year only.

In 1944 (?) a special committee for chemical warfare/^{agents} was created within the Ministry for Armament and War production, and Dr. Ambros was put in charge. Then in 1943 he told me of his imminent visit to headquarters for the purpose of reporting to the Fuhrer he agreed that the chief topic at the interview should be once again the absolute necessity for refraining from the use of chemical ^{warfare agents.} Dr. Ambros was able to prevail regarding these views.

(page 7 of original)

In conclusion I would say:

That the I.G. took up work in the field of chemical warfare ^{agents} against its will and solely under the pressure of circumstances.

That the I.G. strove with all means at its disposal to prevent the use of chemical warfare ^{agents} and with success as proved by events.

Dustbin, 12 July 1945

(signed): Dr. Fritz ter Meer.

P.S.

The Army Ordnance Office had erected a trial plant in Spandau for the production of Solan which was inspected subsequently.

- - - - -

The above statements are a true copy of the original document submitted to me today by Dr. Fritz ter Meer.

Munich, 27 January 1948

(signature): Dr. Erich
Berndt
(Defense Counsel)

CERTIFICATE OF TRANSLATION

4 February 1948

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book III ter Meer No. 67.

George GOODMAN,
No. 34789

AFFIDAVIT

=====

I, Heinrich Schuh, residing at Leverkusen-Schlebusch III, Carl-Maria-von-Weber-Strasse 43, having been duly warned that a false statement on my part will render me liable to punishment and that this affidavit is to be submitted to the Military Tribunal in Kuornberg hereby make the following statement on oath:

On 1 July 1928 I entered the services of the I.G. Farbenindustrie Aktiengesellschaft, Leverkusen; to begin with I was employed as a research engineer in the workshops. In 1930 I was transferred to the works drawing office and worked as a designer in various fields. In 1937 I was entrusted with the plans for a Farbanfabrik (dye works) to be built in England and subsequently I was chiefly engaged on the completion of this project in Manchester until the outbreak of the war. During the years from 1939 up to now I have again been working in the drawing office of the Leverkusen works.

In the execution of a contract between the I.G. Farbenindustrie Aktiengesellschaft, Frankfurt/Main, and the Imperial Chemical Industries Ltd., London, dated 1 April 1938, the Leverkusen drawing office, beginning in the fall 1937, designed a factory in Trafford-Park, Manchester for the production of Alizarin and Azo dyes, which was built subsequently. The building was nearly finished when war broke out. The installation of machinery and apparatus was in full swing.

The total value of the building amounted to approximately £ 120 000.--; installations estimated at approximately £ 50 000.-- were ordered from Germany

(page 2 of original)

and a part of them were delivered to Manchester where they were installed before the outbreak of the war. The equipment comprised 6 mixing pans, 17 filter presses 2 mills, and some electrical equipment. The dispatch from Germany was in full progress at the end of August 1939; about 25 August another boat arrived in Manchester with 4 mixing pans which, however, could not be unloaded anymore, since the boat received orders to return from its owners. The attached letters of the Shipping Agents "Delta", Rotterdam, dated 25 August 1939, and from the Trafford Chemical Co. Ltd., dated 30 August 1939, prove that the dispatch of parts has continued up to that date.

For the erection of the building and the installation Leverkuseu had detailed the following gentlemen:

- 1) Dr. Robert Berliner who was to take charge of the Alizarine Department; he had been working in Manchester since 8 June 1939,
- 2) Diplom engineer Heinrich Schuh, engineer of the Trafford Chemical Co., working in Manchester, except for occasional trips to Leverkuseu, since the fall 1937,
- 3) Kaspar Klein, shop master ironman, working in Manchester since the end of June 1939; besides Herr Lienau of Frankfurt, a commercial man, who had been in Manchester since 15 June 1938, worked for the Trafford Chemical Co.

All these gentlemen were recalled to Germany by telephone from Frankfurt on Friday, 25 August 1939, in the evening. They were completely taken by surprise by this development, and had to leave the building site without being able to make any arrangements for the continuation of the work. Owing to their hasty departure some of them lost their personal

(page 3 of original)

belongings such as clothes etc. which, misjudging the situation, they left behind.

All the files concerning the Trafford Park installation were left safely in the provisional office of the Trafford Chemical Co., Ltd., 14, Gridge Street, Manchester.

The building of the Trafford Park Dye Works in which equipment of the latest type according to the technical knowledge of the I.G. was to be used and in which the most modern methods of I.G. for scar- and Alizarine dyes were to be put into practice, proves in itself that the I.G. did not expect a war with England. Besides I should like to state here expressly that neither I nor any of my colleagues in England were given instructions, at any time, which had any bearing on our behaviour in case of a war. I am convinced that the I.G. - if they had counted on the possibility of war - would have given us instructions at least to safeguard the valuable and secret technical information for the production of dyes which were in England, or to return them to Germany, or to destroy them. Nothing of the kind was never hinted at.

Leverkusen, 16 December 1947

(signed): Heinrich Schuh.

This is to certify that Herr Dipl.-Ing. Heinrich Schuh who is personally known to me, executed the above signature in my presence.

(signed): Christian H. Turok,
Attorney.

(page 4 of original)

C O P Y

N.V. Expeditie-maatschappij "Delta", Rotterdam
Forwarding - Warehousing - Chartering - Shipbrokers.

Trafford Chemical Comp. Ltd.,
c/c
British Alizarine Comp.,
Virk Stat. Trafford Park,

MANCHESTER 17

Rotterdam, 25 August 1939.
Postbox 265.

Dear Sirs,

In accordance with the instructions received from
Messrs. I.G. Farbenindustrie A.G. Frankfurt a/Main,
we shipped by s.s. "Sigrot" 100 Leverkusen
to Manchester
unto your address

3374
Manchester
via ship canal
Made in Germany
1 Case 24 pieces Rubber buffers Bl.-- lra.

Enclosed please find one original B/L, together with
..... copies.

Please acknowledge receipt.

Yours faithfully,
N.V. Expeditie-maatschappij "DELTA"
signed: Kurt Oversteeg

1 Enclosure.

This is to certify that the above is a true copy
of the original .

(signed: Christian H. Tuorek
(Dr. Christian H. Tuorek)
Assistant Defense Counsel at
the Military Tribunal No. VI
in Nurnberg.

DOCUMENT BOOK III SER IEEB No. 68
EXHIBIT IEEB No.

(page 5 of original)

COPY

TRAFFORD CHEMICAL COMPANY LIMITED

c/r I.G. Dyestuffs Ltd.,
14, Bridge Street,
Manchester 3

Works:
Trafford Park,
Manchester 17

Our Ref. IEEB/ER

30 August 1939

Dear Mr. Schuh,

I enclose several invoices for certification and a
letter advising the shipment of 24 Rubber Buffers
from Rotterdam. I shall be much obliged if you will
ask Loverkusen to provide me with invoices for Customs
purposes.

Kind regards

Yours sincerely,

signed: F.E. Starkey

(handwritten remark): Dealt with
1 September 1939 Br.

Mr. H. Schuh
I.G. Farbenindustrie Aktiengesellschaft,
Ingenieur Abteilung,
Loverkusen am Rhein

This is to certify that the above is a true copy
of the original.

(signed): Christian H. Tuorck
(Dr. Christian H. Tuorck)
Assistant Defense Counsel at the Military
Tribunal No. VI, Nuernberg.

DOCUMENT BOOK III TER HEER No. 68
EXHIBIT TER HEER No.

CERTIFICATE OF TRANSLATION

4 February 1948

I, George GOODEMAN, No. 34789, hereby certify
that I am thoroughly conversant with the English and
German languages and that the above is a true and
correct translation of the Document Book III ter
Heer No. 68.

George GOODEMAN,
No. 34789.

Excerpt

from the periodical "CHEMICAL & METALLURGICAL ENGINEERING" vol. 46
No. 12, of December 1939.

Behind Locked Doors in Europe
... ..

H.W. SCHULZ and H.L. REICHERT

In AUGUST we told you the story of the two young chemical
engineers who obtained a year's leave of absence from Carbide &
Carbon Chemicals Corp. in order that they might see the world.
Because of strained international conditions their visit to Europe
was not as profitable as they had hoped, nevertheless their point
of view regarding foreign affairs is refreshing.
... ..

As chemical engineers we had a normal curiosity about seeing re-
presentative chemical plants, and noting how they compared with
their American counterparts. One of the first things we learned,
long before the outbreak of hostilities, was that the desire to
visit a chemical plant constituted prima facie evidence of military
espionage. A letter of introduction might be good for a pleasant
lunch with one of the officers, but it seldom opened the gates
to the plant proper. Both Imperial Chemical Industries in England
and Etablissements Kuhlmann in France took refuge in the explanation
that the exigencies of the recruitment program robbed them of dis-
cretionary power in allowing such visits, except perhaps to the
power house or the sulphuric acid plant. By contrast, the I.G. in
Germany was much more hospitable, and their Hoechst works near
Frankfurt is still operating despite the fact that two Americans
"spies" were shown through most of it, like in

August.

... ..

In Germany, only our visit to Frankfurt was of chemical significance.

... ..

Frankfurt is the chemical capital of Germany, and boasts the head offices of the principal chemical and metallurgical producers, such as the I.G., the Metallgesellschaft, and the Deutsche Gold- und Silber-Scheideanstalt. A large number of subsidiary companies have been absorbed into these non-competitive trusts that control mutually exclusive fields. We were cordially received by these concerns and noticed little of the suspicion and secretiveness that we had encountered in England and France.

... ..

The I.G. arranged for us to visit their nearby Hoechst Works where we spent the better part of a day,

The general tension and uneasiness that prevailed in Europe, while making it difficult to see industrial plants made general travel very interesting. We were impressed with the calm resignation of the English and French to the inevitability of war, though no one expected it to come so soon. The Germans we talked to, on the other hand, all affirmed—perhaps with more hope than conviction—that there would be no war.

... ..

I hereby certify this to be a literal copy of the above document.

(signed) Carl Bernheim
Defense Counsel

Kuernberg, 31 December 1947

DOCUMENT BOOK III TER DEER No. 69
EXHIBIT TER DEER No. ...

CERTIFICATE OF TRANSLATION

4 February 1948

I, Gerta Kanno, No. 20 151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document book III, ter Deer No. 69, Exhibit no.

Gerta K. KANNO,
No. 20 151.

A f f i d a v i t .

I, Dr. Georg Listdorf, Wolfen, district Bitterfeld, Freiherr von Stein-Strasse 4, of German nationality, have been cautioned that any false statement on my part will render me liable to punishment.

I declare on oath that my statement corresponds to the truth and that it was made voluntarily and without coercion, to be submitted as evidence to military court No. VI at the Palace of Justice Murnberg, Germany.

I have been Betriebsfuehrer of the "Berute" from July 1940 until January 1945. I did not take part in the asea negotiations concerning the acquisition of the Berute by the I.G. However, I know that these negotiations were drawn out considerably and that the Main Trustee Office East requested and obtained from the I.G. binding promises concerning the further extension of the plant. -- closing down of the plant was definitely not intended. The financial obligations amounted to several million Rm (to my recollection Rm 5 mill). These included the construction of a model settlement and the erection of a large community house with all modern conveniences, modernization and extension of the existing plants and setting up of new installations.

During the visit of Dr. Ter Meer in 1942 the following projects were agreed upon:

- 1) Setting up of a turbine of 850 Kw.
- 2) Erection of a factory for the manufacture of Vulkacit LZ with an output of 90 tons per month.
- 3) Setting up of a plant/manufacture of phenyl-beta-naphthylamine with an output of 70 tons per month.
- 4) Erection of a new azo-dyestuffs plant with an output of 100 tons per month. Construction of an appropriate dye mill.
- 5) Setting up of a plant for the manufacture of sulphur

dyes and nigrosins.

- 6) Erection of a factory for the manufacture of calcium ammonium nitrite with an output of 100 000 tons per year.
- 7) Setting up of a modern workshop for metal and wood processing.
- 8) Erection of a new technical store-room.
- 9) Extension of the spur line.
- 10) Extension of the canalization.
- 11) Modernization of the existing plants.
- 12) Erection of a mill for at present 300 tons of Ceresan per month.

The following constructions were contemplated for some later date:

Millin factory with an output of 1000 tons per year.

Factory for the manufacture of iron oxide dyes.

Factory for the manufacture of beta-naphthol with an output of 100 tons per month.

Factory for the manufacture by modern process of D-acid and Xerax-acid.

Erection of a second boiler.

Above projects by far exceeded the obligation to invest Rs 5 mill which had been accepted from the Trustee's Office and prove the I.S. planned to extend the plant into a large-scale enterprise.

Due to the strict rationing of all building materials during the war only part of the above projects could be started.

The following tasks were actually carried out between the years 1940-1944:

- a) Completion and putting to use of a raw material store house, still under construction.
- b) Complete reconstruction of workshop and joiner's shop and installation of modern machine tools.

DOCUMENT BOOK III FOR REG. No. 70
EXHIBIT FOR REG. No. ...

- d) Construction of a technical store-h use.
- d) Setting up of a plant kitchen which had not existed hitherto.

cultivation of the neighboring farmland, belonging to the plant and renting a small farm of 7 ha to provide fresh vegetables for the plant's kitchen. Breeding of pigs to improve the plant's catering.

- a) Carrying out of extensive protective measures according to the standards of the German Supervision of Industry, part-time employment of a plant physician, extension of a sick ward, occasional distribution of vitamin pills among the employees.
- f) Modernization and extension of the hydrosulphite plant.
- g) Modernization of the plant for Garsoloid, K-salts and some other intermediate products.
- h) Transfer, modernization and extension of the plant for sulphur dyes and nigrosins by reconstruction of an already existing building.
- i) Modernization of the beta-naphthol plant, making use of I.G. experience. For this purpose the Ludwigshafen expert, Dr. Eichler, spent about 1 week in Zgierz.
- k) Setting up of a modern plant, according to I.G. experience for phenyl-beta-naphthylamine to the amount of 71 tons per month.
- l) Modernization of the D-acid plant in accordance with I.G. experience. For this purpose the Leverkusen expert Dr. Laschert spent considerable time in Zgierz. By January 1945 the technical reconstruction of the plant was completed, to approximately 75%.
- m) Transfer and modernization of the nitro-product plant (nitrobenzol, dinitrochlorbenzol, dinitrotoluol, nitronaphthaline).
- n) Improving of the azo-plant.

DOCUMENT BOOK III THE AREA No. 70
RABBIT ISLAND No.

- o) Mechanization of the natural ice production. Overhauling and putting to use of the artificial ice plant, which has been closed for many years.

- p) Start of construction of the new veluxit-plant. By the end of 1944 RM. 300,000,- had been used up for the building.
- q) Construction of a turbine house and procurement of a turbine.
- r) Complete overhauling of the spur line of 4 km length and extension of the tracks.
- s) Considerable roof repairs on the boiler house, administration building and dye works.
- t) Extension of the canalization and the roads.
- u) Modernization of the works fire brigade.
- v) Construction and furnishing of a community hall for 200 people.
- w) Construction and furnishing of dressing rooms.
- x) Overhauling and extension of the power- and telephone network.
- y) Procurement and erection of new water pumps.
- z) Repair and maintaining of dwelling house belonging to the plant.

For the execution of the above listed projects a-z (exclusive of projects p and q, for which special credit was available) it has been estimated that at least 1½ million RM. have been spent in addition to the usual repairs.

For the projects listed under 1-12 and also for the construction of a settlement and a large community house, the designs already existed, although these projects could not be started during the war due to the state authorities' refusal of the building permit.

Production was carried out to the utmost and was only limited by the contingents of the Reich offices.

In conclusion it can be said that during the time of the German administration the "Sorata" has been considerably modernized and extended whereby its value has been considerably increased.

In January 1945, after the Russians had occupied Epiora, the Germans left the plant in perfect condition.

DOCUMENT BOOK III TAB - 22A No. 70
EXHIBIT TAB BOOK No.

Nothing was damaged or destroyed.

Bitterfeld,
Wolfen, 5 January 1948

(signed:) Dr. Georg Metzdorf.

I hereby certify the correctness of the above signature,
made before me by the chemist Dr. phil. Georg Metzdorf, Wolfen,
Freiherr-von-Stain-strass. 14, who identified himself by
means of his registration card.

(Stamp:) Metzgericht
Bitterfeld

Bitterfeld, 5 January 1948

Wolfgang Milch, ap., Justizinsp.

as document official for the
office of the local court.

CERTIFICATE OF TRANSLATION

5 February 1948

I, Gerta Haase, No. 20 151, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation of
document for book, No. 70, Document III, Exhibit tab book

Gerta Haase,
No. 20 151.

AFFIDAVIT

I, Friedrich Hermann von Meer, after having first been warned that I will be liable for punishment for making a false statement, state herewith under oath, of my own free will and without coercion, the following:

1. In the "new order" I see a "job ordered" (bestellte Arbeit) by the Reich Ministry of Economics in response to which the secretariats of the boards of directors of the different sales combines delivered material in accordance with orders. The central agency of the I.G. in Berlin then gathered the material together and handed it over to the Reich Ministry of Economics.

To the best of my knowledge the "new order" was not a fundamental policy accepted by the I.G. I only remember it slightly but I know well enough that talk about it in Vorstand circles implied that it was not to be taken seriously apart from the ideas developed by von Knierim as a standardization of the European patent system.

Von Knierim's study was not written in any way for the "new order". It was the result of a careful examination of the legislation governing patents in the more important of the European states and represents an attempt built up on the idea of the "United States of Europe" to reduce to a common denominator all the totally different methods of handling patent laws especially during the preliminary examination before the granting of the patent. The work was the object of detailed discussions by the patent commission of the I.G. It was published in a German technical patent review, to my knowledge even already before its inclusion in the "new order."

2. After the outbreak of the war the acquisition of firms or participations by the I.G. in the occupied territories was based in each single case, as far as I am aware of what

happened, on definite business reasons.

a) Participations or acquisition in the Dyestuff Business.

The highly profitable dyestuff business was a cardinal point in the business policy of the I.G. It had at its back the European dyestuff cartel (I.G. French, Swiss 1929, membership of I.C.I. 1932 and later agreement with the Italian, Czechoslovakian and Polish dyestuff producers). Then on the termination of the

(2nd page of Original)

Polish and French cartolines factories belonging to the dyestuff industry fell in the occupied territories, the I.G. was at pains to prevent the penetration into this territory of any firms which hitherto had had no part in the dyestuff industry. This was especially true for the dyestuff factory BORUCA which for all practical purposes belonged to the Polish state, and the acquisition of which was sought along others by the brothers Guthrol who had good connections with the SS. The I.G. bought the factory after years of negotiations from the Trouhandtelle Ost.-- There were considerations of a similar nature in the case of the plants in Muelhausen-Dornach (Roessler) and the Soc. An. des Produits chimiques ... Muelhausen-Nord. In the case of the former firm considerations of private economy put forward by the former owner Roessler were decisive, as in the event of the inclusion of Alsace within the German customs territory the plant would no longer be able to operate. As regards Muelhausen--Nord there was an agreement with Francoeur that the question would be settled after the conclusion of peace in full concurrence with them. With respect to the participation of I.G. in Francoeur (51%) reference must be made to the founding of the two party cartel (I.G., French 1927/29) through which the production and sales of both groups were to be regulated according to the principle

of what was most profitable. This was carried out on the basis of the status quo of the French dyestuffs business at the time of the settlement and provided right from the beginning amongst other things for restrictions in the exports of the French group. In consequence the latter had no right to export to Germany or as far as I remember to South America; in the case of exports to China the French used the German sales representatives. When in the middle of the thirties the French dyestuffs industry which had grown excessively was obliged to restrict its production to a considerable extent on account of the particular weakness of the home market and would not be satisfied with the financial adjustment planned in the cartel, a serious crisis arose which was only overcome by means of difficult negotiations.

The main aspects of the Franco-German Agreement, therefore, were the union of French dyestuff producers under one firm (Franco-German), the guarantee issued by I.G. of a minimum production in French dye-factories, and a strengthening of the latter by the conveyance of licenses and I.G. know-how in respective fields of work. I know that the negotiations undertaken by the I.G. on the French side were highly valued. The collaboration with Franco-German for which I offered the services of my best technicians, took place on the most friendly footing during the years 1941-1944. Technicians from Franco-German visited I.G. plants in order to learn the new processes. Whether the restrictions on French exports which were planned in the Franco-German Agreement went much further than was planned in the cartel agreement, I do not know. They were in any case along the lines of former agreements.

The Franco-German Agreement must be regarded as the product of the spirit of a Franco-German industrial collaboration which at the time was strongly advocated in France. I refer

to my conversation in this respect with Bischoffsheim, the French Minister of Economics, and to the fact that other French firms (among others St. Gobain) looked with disfavor on the close collaboration between I.G. and Francoeur (i.e. translator's note envied the advantages given to Francoeur).

Apart from this I.G. sought no other participation in the French chemical industry except for the agreement with Rhone-Poulenc which will be mentioned later. In the negotiations with Schindler and Rhone-Poulenc re a French Benz factory no plans were made for an I.G. participation.

b) Rhone-Poulenc.

The French patent-law does not provide for any protection of the pharmacological effect of a chemical product. Consequently French firms were able to copy the best sensational I.G. discoveries without more ado, which on our side was always felt to be unjust. To my knowledge long before the war broke out there were negotiations on the subject between Prof. Moorlein and Generaldirektor Grillet from Rhone-Poulenc. The question was settled in 1940/41 through negotiations which were probably conducted in the main by HANN. The result was that for the inventions which the I.G. patented in Germany it now received licenses or a share in the profits of Rhone-Poulenc. I.G. also had a participation in a firm connected with Rhone-Poulenc; I no longer remember the details as the negotiations were conducted by the representatives of the Pharme-department. The Vorstand of the I.G., of course, had to authorize such negotiations when they were concluded.

c) Euerstengrube, Janina, Douma.

The acquisition of these participations (I do not know

(page 4 of original)

if there was ever one in Janina) was founded on very clear

technical reasons. On the one hand it concerns the securing of a coal supply basis for the Upper Silesian plants of the I.G. and especially for Auschwitz. The participation in Boulogne secured a raw material supply basis (at the site of Stalwiesen) for the magnesium factory of Aachbierbaum which was under construction.

2) Austro-Gasco.

Here the I.G. required a 51% participation at the express request of the D.A.P.G., a subsidiary company of the Standard Oil in New Jersey. After the introduction of the new German and prosecuting laws in the Ostmark, foreign companies were excluded from all activities of this kind, so that D.A.P.G. ran the danger of losing the capital it had invested in the Austro-Gasco. I assume that with the return of normal circumstances a new settlement would have been made with respect to the question of the Austro-Gasco corporation.

3) Norsk-Hydro, Nordisk Jernmetall A.G.

Here the action taken by the I.G. was the result of an injunction of the Reich Air Ministry. The connections between the predecessor firms of the I.G. and Norsk-Hydro go back to the years after 1900 and were renewed again in 1927 through a new agreement whereby the I.G. had a 28% participation in Norsk-Hydro. The magnesium project with the Norsk-Hydro was discussed long before the outbreak of the war. Within the boundless projects which stemmed from Koppenberg it was to my knowledge the only one which was practicable. The negotiations were conducted as regards fundamentals by Weber-Andreas and Hefflinger. Ilgner took part in the increase of capital of Norsk-Hydro and the compensation for non-payment of dividends to which the French shareholders had rights; the manager of the Swedish Enskilda-Bank, Vallinder, officiated thereby as an outside arbitrator (Unparteilicher). Other

isolated details are only known to me from communications in the Vorstand and subsequent reports. As far as I know, when the transaction with Horsk-Hydro was concluded the participation of I.G. amounted to 22% and in the case of Nordisk Løstetall it amounted to 33 1/3%.

3) Heavy Water

The production of "heavy water" which was carried out by Horsk-Hydro was destroyed in 1943. At the end of 1943 I received a visit from a German commission in Milan where I was acting as delegate for the chemical industry

(page 5 of original)

on the civil staff of General Loyers. As far as I remember there was a German professor with the commission as representative of the Reich authorities and Dr. Herold from the Leuna-Werke (I.G.), as well as one or more of the former's colleagues. I took these, enclosed to the competent director of the Montecatini corporation, but I did not participate in the negotiations. Plans were made to convert one of the plants belonging to the Montecatini near Loran for the production of "heavy water". Experiments were made and through Dr. Loyer's courier I forwarded reports on the subject which were drawn up by the Montecatini and sent to Dr. Herold, and vice-versa. But as a result of the military developments there was never any big production.

29 April 1947

signed Dr. Fr. von Koenig.

I have carefully read each of the five (5) copies of this declaration and have signed them personally. I have made the necessary corrections in my own handwriting and initialed them and I declare herewith under oath that I have given the full truth to the best of my knowledge and belief.

signed Dr. FRIEDRICH VON KOENIG
(Signature of Defendant)

Doc. No - 71

TRANSLATION OF DOCUMENT NO. NI-8035
CONF'D

Sworn to and signed before me this 2nd day of May 1947 at
Palace of Justice, Nurnberg, Germany, by Friedrich Hermann
TELMER, known to me to be the person making the above
affidavit.

signed RANDOLPH E. HEMAN
Attorney,
U.S. Civilian # 307712
Office of Chief of Counsel
for War Crimes
U.S. War Department.

CERTIFICATE OF TRANSLATION

I, DOROTHY E. PLUMMER, USFET 482, hereby certify that I am
thoroughly conversant with the English and German languages,
and that the above is a true and correct translation of
Document No. NI-8035.

21 June 1947

DOROTHY E. PLUMMER
USFET 482

AFFIDAVIT

I Dr. Berthold Wenk, resident in Leverkusen-Wiesdorf, Goetheplatz 4, Germany, have been duly informed that I render myself subject to punishment if I make a false statement.

I declare on oath that my statement is the truth, that it was made voluntarily and without coercion, and that it was executed for submission as evidence to the Military Tribunal No. VI, at the Palace of Justice, Muenberg, Germany.

- 1.) I entered the service of the Farben factories Fried. Bayer & Co., Leverkusen, in 1913. At first I was a plant chemist, later department chief of the triphenylmethanodye-plant in Leverkusen. Within I.G. Farben, I was Director of the Technical Commission for triphenylmethanodyes for several years. At the beginning of 1933, I was appointed a Director of I.G. Farbenindustrie, and took over the direction of all departments of the Leverkusen works in which dyes were produced. At present I hold the same position at the Leverkusen works of the Bayer dye factories.
- 2.) Through my activity of many years in the field of dye manufacture in one of the largest dye factories, I am very familiar with all problems of dye production and plant organization.
- 3.) In 1941, after negotiations were under way with representatives of the French dye factories, Dr. Fritz ter Meer spoke to us on various occasions about questions of a future technical re-organization of the manufacturing processes in the plants at Villers St. Paul, Cintel, St. Denis, and St. Clair du Rhone, and after the establishment of Francoolor, I was appointed, at his suggestion, as a member of the Technical Commission of Francoolor. Dr. ter Meer described my tasks to me as follows:
 - a) I was to determine the condition of the four French plants,
 - b) I was to check to determine what improvements, i.e. rationalizations, in the manufacturing conditions could be considered,
 - c) I was to consider what future development was possible by extending the plants and also by taking up new lines of manufactures.

There was an obvious will to modernise the French plants to a status corresponding to that of the modern I.G.

(page 1 of original cont'd)

In order to resume operations in the four plants which, for the most part, were shut down owing to the military situation, numerous production projects were given over to Francolor by I.G. Farbenindustrie, for example:

dyestuffs
monochlor-acetic acid
vulcanization catalysts
mono-nitro-naphthalene
kaurit

(page 2 of original)

alkyd - resins
phthalic acid anhydride
formaldehyde
pest control agents
penta erythrite for alkyd-resins
pigment green
fatty alcohols
textile auxiliary products

- 5.) With the express approval of Dr. ter Meer, a large number of production processes and technical data with all details and designs were given to Francolor e.g. for

phthalic acid anhydride
formaldehyde
fatty alcohols
resinate
textile auxiliary products.
alkyd-resins
indanthrene blue
pigment green
direct deep black
Conversion of the anthraquinone
installation at Villers St. Paul
for the production of phthalic acid
anhydride. Support with vinidur-
apparatus parts.

For purposes of instruction, chemists and technicians of Francolor visited the I.G. plants at Ludwigshafen, Leverkusen, Hoechst, and Grisebain on various occasions. Conversely, German chemists and technicians from I.G. were sent to Francolor in order to set up production installations there and to put them into operation.

- 6.) Since the many-sided dye industry with its thousands of products was too complicated and since dye production was severely throttled during the war, the planned modernization/dye-production could only be undertaken slowly. At first, mutual interpretation of important manufacturing problems were clarified in many personal conversations with the French gentlemen. The French had many questions regarding constitution and production processes. These questions were gladly answered. As the biggest and most important products, the dye, direct-deep black, was given particularly thorough consideration. With the assistance of plant and laboratory chemists, the manufacturing process was discussed scientifically and technically (in Paris on 5 and 6 July 1943; besides myself, Dr. Bornmann from Leverkusen was present), and our experiences of many years were presented for the others.

(page 2 of original cont'd)

- 7.) Francolor was regularly advised on questions of application technique with regard to dye-stuffs.

We helped Francolor to obtain replacement materials, both from our own I.G. plants, and from other suppliers, e.g., tubes and other parts were made according to specifications from vinidur (a new acid-proof synthetic material) in Leverkusen, and installed at Villiers St. Paul by a Leverkusen journeyman (Herr Walter Hochepfel, now chairman of the Betriebsrat (plant council)).

- 8.) Francolor received considerable support in alkyd-resin manufacture. The I.G. specialist, Herr Dr. Kirberg, Urdingen, was often sent to Villiers St. Paul reworking for a period of some days started up the production operations.

(page 3 of original)

- 9.) Detailed consultations were held in the field of vulcanization catalysts; inter alia, Direktor Dr. Ludwig Eichler from Leverkusen attended discussions on 7 July 1943 in Paris and St. Denis. On the other hand, Herr Direktor Pirmez of St. Denis was in Leverkusen for instruction purposes on 14 and 15 April 1944.
- 10.) Since there was no copper available for the vineyards, a new pest control agent was to be manufactured by Francolor. After detailed preliminary discussions with Francolor, Herr Hartmann, Director of the Ciwal Works, was invited to Frankfurt. On 9 January 1943, discussions and plant inspections took place in Hochst and Griesheim. Herr Direktor Hartmann was given detailed information on the manufacturing process, the preparation of commercially suitable goods, and the testing instructions.
- 11.) The gentlemen from Francolor constantly produced questions, and had many, many wishes in all fields. I should also like to mention the fact - although it is in the nature of an aside, that the pharmaceutical department of the I.G. Works at Elberfeld had a Francolor pharmaceutical product (sulfonamid) tested in German clinics, and reported the findings.
- 12.) The patent ownership of Francolor was verified and advice was given from our many I.G. experiences.
- 13.) Since I assumed considerable responsibility in releasing production processes or giving information on many details of production processes, I often sought backing and reassurance from Dr. ter Meer. Herr Dr. ter Meer was always quite willing to give his approval to my suggestions.

Leverkusen, 6 January 1948

(Signature): Berthold Wenk

Certification:

Sworn to and signed before me by Dr. Berthold Wenk, resident at Leverkusen-Dickardt, Goetheplatz 4, known to me to be the person making this affidavit.

Leverkusen, 6 January 1948

(Signature): Karl Hermann
Defense Counsel in Case VI
before the Military Tribunal
in Nuernberg.

DOCUMENTS BOOK VI TER N° 72
SERIE 12 TER N° No.....

CERTIFICATE OF TRANSLATION

4 February 1948

I, John FOSBERY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document Book VI ter N° 72.

John FOSBERY,
No. 20179.

AFFIDAVIT

I, Dr. Berthold Wank, resident at Leverkusen-Weid-ri, Goetheplatz 4, German citizen, have been duly informed that I render myself liable to punishment if I make a false statement.

I state on oath that my statement is the truth, that it was made voluntarily and without coercion and that it was executed for submission as evidence to the Military Tribunal No. VI, in the Palace of Justice, Nuremberg, Germany.

In 1913 I entered the service of the Farben factories, formerly Friedr. Bayer & Co., Leverkusen. At first I was a plant chemist, and later the departmental chief of the triphenylmethanedyes for several years. At the beginning of 1933, I was appointed director of the I.G. Farbenindustrie and took over the direction of all departments of the Leverkusen Werke, in which dye-stuffs were produced. At present, I hold the same position at the Leverkusen Werke of the Bayer dye factories.

Since the establishment of Francolex, I have been a member of the technical commission of this undertaking, and have been informed of the negotiations conducted prior to the establishment by copies of the relevant documents which were forwarded to me. Inter alia, there is, in my files, a copy of the memorandum on the German-French negotiations of 21-24 July 1941 (Procès-verbal des réunions franco-allemandes tenues à Paris, les 21/24-7-41), to which is appended a copy of a letter which was sent to the French Minister of Production (Secrétaire d'Etat à la Production Industrielle et à l'Emploi) on 24 July 1941 by the following firms, acting jointly:

I.G. Farbenindustrie Aktiengesellschaft

Compagnie Nationale de Produits Colorés et Manufactures de Produits Chimiques du Nord Réunis, Etablissements Kuhlmann

Société des Produits Colorés et Produits Chimiques de SAINT-DENIS

Société Française des Produits Chimiques et Produits Colorés de Saint-Clair du-Rhône

I hereby certify that attached photocopy consisting of two pages was taken from the original document lying in my files.

Leverkusen,
21 January 1948

signed Dr. Berthold Wank
(Dr. Berthold Wank)

DOCUMENT BOOK FOR HEAR No. 73
EXHIBIT FOR HEAR No.

(page 2 of original)

Certification: Sworn to and signed before me by
Dr. Barthold Wenk, resident at
Leverkusen-Vicedorf, Goethe-Platz
4, known to me to be the person
making this affidavit.

Leverkusen,
21 January 1948

signed Christian H. Fuorch
(Dr. Christian H. Fuorch)
Defense Counsel Assistant
before the Military Tribunal
VI Nuernberg.

Paris 24 July 1941

Copy

To the Minister,

Secretary of State for Industrial Production
and Labour

P A R I S

Dear Sir,

In the course of the meeting which took place on 21 July 1941 at the Hotel Majestic you expressed the fear that, outside of the field of dyes, Francoeur might constitute a competition to the other firms of the French chemical industry which might finally result in a monopoly.

On the other hand, you admitted yourself that it is impossible to permit that, in its industrial exploitation, Francoeur should be handicapped by confining its activity to the domain of dyes.

The participants in Francoeur we declare with regard to chemical products outside of the domain of dyes as defined by common consent of the firms which are signatories in Article I of the agreement, and we make this declaration legally binding, that is not our intention:

To utilize the industrial power of Francoeur and of its parent companies to deprive other French chemical manufacturers, small or large, of the place which they occupy in domestic or foreign markets.

We merely claim for Francoeur the right to regulate its manufacture of chemical products according to the requirements of the market, without affecting the position of those

(page 2 of original)

enterprises. Moreover, Francolor reserves for itself all the rights derived from its own inventions or from the exploitation of such French patent licenses as she may have rightfully acquired.

Yours very truly

I.G. Farbenindustrie Aktiengesellschaft
(sigd.) ter Meer (sigd.) Weibel

Compagnie Nationale de Matières Colorantes
et Manufactures de Produits Chimiques du
Nord Réunies, Etablissements KUHLMANN
(sigd.) Duchemin

Société des Matières Colorantes et
Produits Chimiques de SAINT-DENIS
(sigd.) Thevenet

Société Française des Produits Chimiques
et Matières Colorantes de SAINT-CLAUDE
DU-ROY
(sigd.) J. Prossard

CERTIFICATE OF TRANSLATION

February 1948

I, John FOSBERG, No. 20178, hereby certify that I am thoroughly conversant with the English and French languages, and that the above is a true and correct translation of DOCUMENT BOOK TER MEER No. 73

John FOSBERG,
No. 20178

AFFIDAVIT

I, Dr. Barthold Schnell, born on 9 January 1899, resident at Ludwigshafen a. Rhein, Tochterstrasse 23, having been duly warned that false statements on my part will render me liable to punishment herewith state the following on oath, voluntarily and without coercion:

Having entered the Badische Anilin- und Soda-fabrik as a chemist on 1 December 1925, on 19 April 1940 I was granted a limited power of attorney (Handlungsbevollmächtigter) and on 1 July 1943 I was appointed Prokurist and, since the end of the war, director of the "Intermediate Products Department" of my firm. From 15 April 1941 until the end of the war, I was also one of the two business managers of the "Muhlhauser Chemische Werke G.m.b.H., Muhlhausen in the Alsace, previously the Societe des Produits Chimiques et Matieres Colorantes de Mulhouse, Paris. As such, I had the job of supervising the undertaking aimed in technical matters, which included particularly starting up and maintaining production of the plant which had ceased operation because of the war.

On the basis of my activity of almost four years as business manager of the Muhlhauser Chemische Werke G. m. b. H., I wish to make the following reports which appear to me to be a just opinion of the treatment noted out to this undertaking by I.G.:

1) The manufacturing installations of the Muhlhauser factory were out of date, primitive, and had a very small capacity. The

(page 2 of original)

production program embraced exclusively products which were produced, or could have been produced much more economically in the I.G. with the exception of one product, the synthetic scent, Viochus, which played a minor role in the overall volume of production, especially during the war. Hence I pointed out in a letter which I wrote on 4 December 1940, just after the first comprehensive inspection tour of the manufacturing installations, that in Buchhagen the "production costs were approximately double those of the I.G.", and that operations could not be started "without larger financial sacrifices for initial repairs and certain modernization measures."

2) This prognosis showed its validity in the following years; this is clear from the following comparison of production costs of, e.g., aniline product which alone accounts for 90% of the production volume of the factory, in Buchhagen and in the I.G. - Werk Ludwigshafen:

| | 1941 | 1942 | 1943 | 1944 |
|--|--------|--------|--------|--------|
| Buchhagen Marks/100 kilo- grams | 148,20 | 117,54 | 118,43 | 112,00 |
| Ludwigshafen Marks/100 kilo- grams | 53,97 | 59,08 | 60,17 | 65,60 |

It should be especially noted here that I.G. was not dependent upon the aniline production in Buchhagen since I.G. itself had a capacity which was not completely utilized, of 2,400 tons per month compared with the Buchhagen capacity of only 60 tons per month. Through the use of Buchhagen aniline in the Ludwigshafen processing operations, the book price of aniline rose in 1942 RM 59.08 per 100 Kg to RM 14.61 per 100 Kg, and in 1943 from RM 60.17 per 100 Kg to RM 87.90 per 100 Kg.

(page 3 of original)

3) In spite of the proven uneconomical operation of the Muehlhausen undertaking, I.G. supported the task of the management of keeping the Muehlhausen plant alive, as is clear from the following remark from the minutes on the 55th session of the Satko (Intermediate Products Committee of I.G.) of 9 October 1941, which met under the chairmanship of Dr. Ambros and in which Dr. ter Meer participated.

"Since a more economical operation of the plant can only be obtained through an increase in the operations themselves, the Satko approves the suggestion to produce 50 tons of aniline per month at the Muehlhausen Chemische Werke until further notice. In addition, the members of the meeting are urged to allow the manufacture in Muehlhausen of one or another small product and larger compounds for the production of which the chemists at I.G. lack sufficient time, inasmuch as they are overloaded with more profitable tasks.

4) The profit balance shown by the Muehlhausen Chemische Werke was more than compensated for by the losses which I.G. suffered by accepting delivery at too high prices of 65% of the Muehlhausen products. The following comparison shows this clearly:

| | 1941 | 1942 | 1943 | 1944 |
|---|--------|---------|---------|---------------------------------------|
| | M | M | M | M |
| proved profit balance of M.C.W. | | | | There is no final statement for 1944. |
| losses of I.G. through purchase of products of M.C.W. | 92.035 | 292.950 | 173.867 | |

5) Besides these financial losses, I.G. made further sacrifices to the Muehlhausen plant by making available equipment

(page 4 of original)

which was requested by the management for the maintenance and expansion of the plant. Here we will name only an aluminum container for nitric acid, an autoclave with enamelled insert of 1000 liter capacity and a platinized thermometer case with 1200 grams of platinum, a complete apparatus for the distillation, crystallization, and drying of indole, a column of 20 settling pans with distilling retort for 6 000 liters.

I.G., then, not only did not remove any apparatus or equipment whatsoever, but on the contrary increased the plant's stock of manufacturing installations and production potential.

6) For the maintenance of the manufacturing installations, M 253 000 were expended up to and including the first half-year of 1944, and at the end of the war the factory was left in better condition than when it was taken over.

7) A large proportion of the raw materials necessary for production could not have been procured by Huchlhausen without assistance through I.G. In part this assistance was even offered by I.G. to the Huchlhausen plant by circumventing industrial regulations.

8) The Huchlhausen factory received further assistance from I.G. in the form of expert advice in questions of production accident and air raid protection, pressure boiler supervision, wastewater purification, the conducting of analyses, the procurement of technical literature, and the like.

9) The care of the workers was handled according to principles of I.G., i.e., the health of exposed workers was supervised through regular medical examinations, additional rations were provided, a fidelity premium was paid at the end of the year.

(page 5 of original)

aid was granted for particularly needy persons and, above all, the obligations of the former company on inland bills and securities deposited abroad (Pensions-Verpflichtungen) were assumed.

10) All employees and workers were left undisturbed at their jobs regardless of their political past or opinions, and no political pressure of any kind was exerted. The desire of the Party to seek to bring the leading personnel into the Party was ignored.

11) The following illustrations show how little the management observed the demands made by political, military, or official offices, and how much they considered it to be their duty to protect the members of the plant against measures of these offices:

a) In 1941 the former French officer, Jean Rietmann, who had just returned from confinement as a German prisoner-of-war, was hired as a chemist, although he made no secret of the fact during his first interview that he rejected National Socialism. In 1944 he was arrested by the Gestapo and put in a concentration camp (KZ-Lager) because he refused, as a former French officer, to enlist voluntarily in the German Wehrmacht. Through my personal negotiations with the Gestapo, who were not entirely unscrupulous because I was not a member of the Party, it was possible to get the arrested free and to remove him from danger of further action on the part of the Alsatian Gestapo by employing him in the Ludwigshafen plant of I.G. Dr. Lubros, Dr. Jureter and, as far as I remember, Dr. ter Meer also knew of this officer and supported my action. After the end of the war, Herr Rietmann was

(page 6 of original)

a member of the French administration of the I.G. -
Werk Ludwigshafen, and repeatedly expressed his thanks
for the magnanimous treatment he received from I.G.

b) The Alsatian and business employee of the
Mackhousen Chemische Werke, Josef Mueller, was
threatened with conscription into the German Wehr-
macht, and at his request was removed to the friendly
Firm Chemische Werke, Dornach, where he could be
employed as an indispensable worker.

c) The application of the Mackhousen labor office
for the release of 50 plant workers for trenching
duty was modified through negotiations by the German
personnel chief with the director of the labor office,
with the result that only 18 volunteers were made
available for this service.

12) When in December 1944, the isolation of the
Mackhousen plant from the rest of I.G. became probable
through the advance of the battle front, I.G. for-
warded a sum of RM 80 000 to the local Alsatian
plant management for further salary and wage payments,
to bridge the coming period of uncontrollable con-
ditions. This amount was sufficient to cover per-
sonnel expenses for about four months.

13) The humane and fruitless behavior of the
management was recognized in verbal and written
comments by the members of the plant of the Mackh-
hausser Chemische Werke who again contacted me after
the end of the war. To date no complaint of any kind
has been made by the French against the management.
Therefore the French administration of the Ludwigs-
hafen plant had no hesitation in confirming me as
department director.

(page 7 of original)

14) An objective judgment definitely shows I.G. helped the Huchthausen undertaking through the difficult war years by making sacrifices itself, and that the owners of the Huchthausen factory surely suffered no losses through the temporary acquisition and administration of their property by I.G. Ludwigshafen a. Rhein, 1 January 1948.

(Signed): Dr. Berthold Schnell.

Sworn to and signed before me, Dr. Wolfgang Heintzeler, Assistant Defense Counsel, resident in Ludwigshafen a. Rhein, Brunnenstrasse 13, by Herr Dr. Berthold Schnell, resident in Ludwigshafen a. Rhein, Weidenstrasse 23, known to me to be the person making this affidavit.

Ludwigshafen a. Rhein, 3 January 1948

(Signed) Dr. Wolfgang Heintzeler
Attorney at Law

I herewith certify that the above is true and correct copy of the original.

Muenberg, 26 January 1948.

(Signed): Karl Bornemann
(Karl Bornemann)
Defense Counsel
Before Tribunal VI.

CERTIFICATE OF TRANSLATION

5 February 1948

I, John FOSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Book III ter Meer No. 74.

John FOSBERRY,
No. 20179.

AFFIDAVIT ON THE LABOR POLICY
AND PRACTICES OF I. G. FARBEN

I, Friedrich Herzmann ter Meer, member of the Vorstand of I. G. Farbenindustrie from 1925 until 1945, after having been warned that I will be liable to punishment for making a false statement, herewith state the following under oath of my own free will and without coercion.

1. From the middle of March 1947 until the present time I have been confined in Nuernberg jail as a prisoner of the American military forces. During this period I have been interrogated regularly and I have submitted written materials concerning the history and conduct of I. G. Farben and its leaders. I have stated that I desire a full clarification of all relevant matters so that there may be a proper basis for making a judgment concerning I. G. Farben and its leaders. The written materials which I submitted in answer to a questionnaire on foreign labor and prisoners of war have been included in this statement. In making this statement I have been assisted by several statements previously made by officials of I. G. Farben (which I obtained from them myself during imprisonment), as well as a chart of the TNA-Bureau placed at my disposal by representatives of the Office Chief of Counsel for War Crimes.

The Social Committee (Soko)

2. Before Hitler came to power social and labor questions were taken care of in the usual way between employers' associations and trade unions. Within I. G. Farben, such questions were coordinated by the so-called Social Committee (Social-Kommission, or Soko), a committee responsible to the Vorstand, under the chairmanship of Dr. Schwarz, a Jew, who was a close friend and associate of Dr. Carl Bosch, chairman of the Vorstand, from 1925 to 1935. This committee was very active. During the great unemployment after 1929, Dr. Schwarz proposed that I. G. Farben adopt the 40 hour week. Opinion among the works managers was very much divided. But in 1931 or 1932, Dr. Bosch himself called a meeting of the Soko to which I believe

(Signed Dr. Fr. ter Meer)

he invited the three Sparten leaders. In the meeting Bosch supported the 40 hour week, the Soko adopted Dr. Schwarz' proposal, and thereafter the Vorstand adopted it without any particular discussion. Thus I. G. Farben reduced the work week from 48 hours to 40 hours voluntarily.

The Establishment of the German Labor Front (D.A.F.)

5. The prior pattern of labor relations was changed by the destruction of the trade unions in 1933; the establishment of the German Labor Front (D.A.F.), an affiliate of the NSDAP, to which both employers and employees had to belong; and the Law for the Regulation of National Labor (Gesetz zur Ordnung der nationalen Arbeit, 1934 BGBI., Part I, page 45, enacted 20 January 1934). Strikes and lock-outs were forbidden. Differences between employers and the German Labor Front were taken care of between the Betriebsführer ("plant leader") and Betriebsbevollmächtigter ("factory representative") from the individual plants. In major cases the Duobund of the German Labor Front and the Treuhänder der Arbeit ("Trustee of Labor") of the Gau interfered. Because of these developments and the emigration of Dr. Schwarz to the United States, the Social Committee was discontinued about 1934. Thereafter there existed no special committee ^{responsible to} of the Vorstand to deal with social welfare and labor matters. The German Labor Front did not want to deal with the head of the Works Personnel Departments or with committees as had been the case in former times.

The Hauptbetriebsführer ("chief plant leader")
and the Betriebsführer ("plant leaders")

6. Under the law for the Regulation of National Labor, each plant or main office had to have one Betriebsführer ("plant leader") responsible for the social welfare of the personnel and for dealing with the German Labor Front on labor questions. Ordinarily the Betriebsführer was the local works or office manager. Since I. G. Farben was a concern with many plants and offices, it was also required to have a Hauptbetriebsführer ("chief plant leader") to deal on problems of social welfare affecting the whole concern.

(Signed Dr. Fr. ter Meer)

and to deal with the principal representative of the German Labor Front called the Hauptbetriebsmann.

5. The first Hauptbetriebsführer of I. G. Farben was Prof. Erwin Salick, who acted as such from about 1934 until 1938. Salick had joined the SS before 1933 and had considerable influence in NSDAP circles around Frankfurt. However, he had not much experience in social questions and questions referring to ^{plant} workers. I do not recall that he called any regular conferences of the local plant leaders. He probably issued some general directives to keep social and labor questions coordinated on a concern-wide basis. However, most social and labor questions were worked out by the local plant leaders.

6. When Prof. Salick was about to retire as Hauptbetriebsführer, he suggested that I succeed him in this post. But since my office was in Frankfurt, and since I did not have the necessary contact with labor questions, I recommended to both Gensler and Krauch (who was still chief of Sparte I at that time) that Christian Schneider succeed Salick. Before 1937 Schneider was a deputy Vorstand member, member of the SA, and manager of the Ammoniakwerke Herborn, G.m.b.H. I had noticed that he was well instructed about labor questions and always took part in the conversations touching these questions in meetings. After a discussion in the Central Committee (Z.A.), Schneider was then recommended, and the Vorstand approved the appointment. Schneider acted as Hauptbetriebsführer from 1938 to 1946. At about the same time he became a full Vorstand member and was appointed to the Central Committee of the Vorstand (Z.A.) because of his nomination as Hauptbetriebsführer. He shortly thereafter succeeded Dr. Krauch as chief of Sparte I. The fact that such great care was given to the selection of the Hauptbetriebsführer and that Schneider's selection was very thoroughly discussed in the Central Committee shows that the Vorstand took the question of social welfare and labor conditions of I. G. Farben

employees very seriously. The Vorstand held Schneider as the principal man responsible generally for social welfare and labor questions. However, this did not alter the direct responsibility of the works managers, who were usually the Betriebsfuhrer, for maintaining social welfare in their respective plants. It was considered the outstanding duty of the Betriebsfuhrer to deal personally with social questions of his staff. Every Betriebsfuhrer had to devote a considerable proportion of his time to discussions with his Betriebsobmen. All this shows clearly that the whole matter of social questions had become primarily a local affair. Dr. Schneider took Dr. Bertram as his right-hand man for the problems in question. Bertram since at least 1913 had been one of the heads of the personnel department of the Leverkusen plant and was considered as a man of the "old school" with a far-reaching knowledge of all the questions involved. In the best of my knowledge the following employees (heads of the personnel departments) were charged with responsibility for the administration and welfare of the foreign laborers:

| | |
|--------------------|--------------------------------|
| Ludwigshafen/Oppau | - Dr. Weiss |
| Monsbat | - Schenkens, later on Hirschel |
| Leverkusen | - Popp, Schollenberg |
| Seidropau | - Esarius |
| Biele | - Schüss |

I do not recall the names of the employees in the other major works of I. G. Farben. All of them were responsible to their respective Betriebsfuhrer.

Schneider and the Betriebsfuhrer Conferences

7. Schneider was the active agent behind I. G. Farben's Betriebsfuhrer conferences which were attended by the Betriebsfuhrer of the major plants and sales combines. Either Schneider created these conferences or else he stimulated them into considerable action. After 1938 the Betriebsfuhrer conferences met regularly under his direction to

consider questions referring to salaried employees and other workers. These conferences were followed regularly by a conference in which the Hauptbetriebsmann of I. G. Farben and the Betriebsmann of the major plants and sales combines were present. Schneider issued directives on these matters which had to be uniformly carried out through the plants of the concern, such as the wage policy, pensions, and orders of the Government labor authorities or the German Labor Front. Schneider's work as Hauptbetriebsfuhrer was primarily a kind of coordination so that measures applied in one plant were also applied in other plants. He represented the combine for questions which had to be taken up with the Reich Labor Ministry (Reichsarbeitsministerium). Although I always received invitations to the meetings of the Conferences of the Betriebsfuhrer, I attended the meetings perhaps only once or twice in all the years after 1933.

8. Normally the principal plant manager was also the Betriebsfuhrer. The German Labor Front strongly insisted on this. However, I recall several exceptions or modifications to this principle. In the case of our Wolfen plant, the works manager for some time after 1933 was a Jew, and to satisfy the German Labor Front, another man had to be appointed Betriebsfuhrer. Moreover, at Ludwigshafen, both Ambros and Turster were members of the Vorstand and both works managers. Although Ambros was the senior man, he had many responsibilities at other plants (the basic plants, Gendorf, etc.), so I did not want him to be Betriebsfuhrer. I insisted that Turster be appointed and he remained Betriebsfuhrer at Ludwigshafen until 1945.

(Signed Dr. Fr. Lor Kaser)

TM Foreign Labor, Prisoners of War, and Concentration Camp Labor

9. I want to explain first why I am not very closely acquainted with
TM questions referring to foreign labor, ^{and concentration camp labor.} and prisoners of war. In my capacity
of chairman of the TEA, I was the first-ranking technical man of I. G.
Farben. In earlier years I had given considerable time and interest to
what we call the social questions in general. I had been for several
years, from about 1919 on, president of an employers' association in the
Rhineland. But after I went to the U.S.A. (1926) my position and calling
changed altogether. Some months after my return from the U.S.A. in 1928,
I became leader of Sparte II of I. G. Farben. I moved from Leverkusen to
Frankfurt in 1930 and, after having maintained for a year or so an office
both at Leverkusen and at Frankfurt, I entirely concentrated on my Frank-
TM furt office. Of course, I visited the works from time to time, but this was
only done in connection with matters like production, new construction,
research, patent questions, etc. My activities in personnel matters from
that time on were: Appointments of titular directors and other persons
with power of attorney within Sparte II; the discussions and resolutions
for such appointments occurring in the meetings of the Central Committee
(Z.A.). Besides I personally dealt with the coordination throughout
TM I. G. Farben of the payments to chemists and engineers including rewards
to inventors, etc. (Bureau von Schmitzdorff at Frankfurt).

10. The TEA did not fundamentally deal with social questions. The
TEA had as a matter of routine to pass opinion on all the works appropri-
ations of funds for new construction, including of course those referring to
general welfare, housing of employees, etc. Of course, among the statis-
tical data made known by Dr. Struss in the TEA meetings and otherwise,
there were also statistics on labor employed in the main works of I. G.
Farben. Occasionally urgent questions referring to labor were touched
upon in the TEA, e.g. when Hiale was very seriously affected by an air

(Signed Dr. Fr. ter Meer)

raid, the question was raised and discussed to have skilled labor from the other works sent to Hiele for a certain period in order to hasten repairs. I recall that once Dr. Ambros reported the suggestion made by French chemical firms to have chemical workers transferred in groups to I. G. Farben plants in the interest of all parties concerned. But fundamental labor questions as a rule were not treated in the TEA, this so much more as the heads of the work's personnel departments did not participate in the TEA meetings. In order to explain more fully the problems of Dr. Struss' address, I may mention that there were presented before the TEA charts showing the different kinds of laborers employed in I. G. Farben plants. Charts of this kind were hung on a long wall in the conference room used by TEA in Berlin and on a special structure which we had for this purpose in the TEA meeting room in Frankfurt. Dr. Struss addressed the TEA for a half hour or sometimes an hour, and in this address he discussed each one of the charts which were displayed, beginning perhaps with production and sales figures and then coming to expenditures for new construction and depreciations, etc. until the end, he dealt with the personnel questions. Dr. Struss explained every chart pointing out important features. Then at the end of his address I either raised personally the questions which seemed important to me or if I had nothing special to ask then I would ask the men present if there were any questions which they wanted to ask and, at that point, there would perhaps start a conversation on the one or the other topic. First-hand information as to the situation of labor existing at our works was in no way unknown to anyone in the TEA meeting with the possible exception of von Knielien, von Schmitzler and Dencker. All the other men were either Betriebsfuehrer, main engineers or managers of big works so they knew what happened in their own works. There was no secret about that, and of course I knew quite well from the charts and from expenditures for barracks and from my visits to the works, the general

(Signed Dr. Fr. ter Meer)

pects concerning the employment of foreign laborers, prisoners of war and concentration camp inmates. New construction increased greatly beginning from 1933 on, and the TEA gave close attention to this question of new construction because we wanted to keep down our expenditures. After the ^{outbreak of} war these expenditures became very high, and Struss' addresses to the TEA dealt in very specific form with these expenditures and the possibility of financing them. As the labor question was one of the specific points upon which to base a judgment as to the time during which the construction work could be carried out and consequently the money expended, the statistics on the status of labor in each works was of course of great importance and so Dr. Struss presented them often to the TEA. In September 1943 I took a post in Italy as supervisor of the Italian chemical industry and was absent from Germany for most of the time between September 1943 and April 1945. (See my affidavit of 14 April 1947, Document No. NI-5183).

Recruitment of Labor after 1933

11. In about 1933 unemployment had ceased in most parts of Germany. Recruiting of labor could only be made with the assistance of the Arbeitscenter and as far as I recollect already in 1933 or 1934 German workers were shifted from their homes to places where labor was missing and even foreign workers were engaged. After the outbreak of war the recruiting of labor was fully controlled by the Arbeitscenter and Landesarbeitscenter who worked according to the ruling of the Reich Labor Ministry and later on (from about 1942 on) of the Generalbevollmächtigter ^{für} den Arbeitsmarkt. The works had no longer any influence upon the kind of laborers assigned to them by the Arbeitscenter. They had simply to take them.

(Signed Dr. Ft. ter Meer)

Foreign Laborers and Prisoners of War

12. Foreign laborers have been used practically by the whole of German industry. I only can state details about I. G. Farben. The circumstances in such firms or enterprises in which I was a member of the Aufsichtsrat (or in a similar position) are now known to me. With regard to the number of foreign laborers employed in I. G. Farben, I have in my possession a note which I made from the minutes of the Vorstand where I made a report on the numbers of German and foreign laborers on 19 February 1943. I reported to the Vorstand that the number of laborers on 1 January 1943 was about 177,000 in I. G. Works including coal mines, that among this number were about 91,000 German men, whereas the rest, about 86,000, was composed of German women, foreign laborers and prisoners of war.

(Signed Dr. Fr. ter Meer)

tk

Care of Foreign Laborers

13. By far the majority of foreign laborers were housed and cared for by the works themselves. I have never had the least doubt that in all of I. G. Farben's works the working and living conditions of the foreign laborers have been humane. These are not mere words. The at all times recognized high standard of I. G. Farben's treatment of labor, of institutions for welfare, housing, etc. answers for an equally humane treatment of foreign laborers. All the works of I. G. Farben had personnel departments directed by able and efficient men. All appropriations of funds to housing and caring for foreign laborers have to the best of my knowledge been approved by the TBA and the whole Vorstand. The credits which were extended for the construction of barracks, kitchens, etc. were related to the total number of workers involved. The barracks question became very difficult in Germany and barracks had to be bought abroad. I remember that Jackno once mentioned in the TBA that building of barracks came along too slowly and that sometimes they were embarrassed by that. Jackno also mentioned that the barracks became increasingly less good in quality and always much more expensive from one month to the other. I recall a figure mentioned in 1943 where the total expenditure of I. G. Farben on barracks was above either 100,000,000 or 120,000,000 marks. By far the majority of these barracks was for foreign workers. I know of many examples where leading technical men of our works took great personal interest in the welfare of foreign laborers. I refer in this respect to

tk my affidavit of 29 April 1947 (Document No. HI-5188). I had no information that foreign laborers employed by I. G. Farben were not being treated as well as German laborers or that foreign laborers were living under less favorable working and living conditions, except for a proposal concerning the feeding of Russian workers, hereinafter discussed. Of course, the foreign laborers had to be housed in barracks whereas most of the German laborers lived in workmen settlements built in normal times. But there

(Signed Dr. Fritz Meer)

were also German laborers who were assigned to the works in wartime who had to live in barracks. It may also have happened that barracks were destroyed by air raids so that conditions were for a time less favorable, but this was beyond control. I know of examples which have been related to me by associates in the Grossberg camp that Allied authorities have, after ^{inspection} ~~investigation~~, recognized that the I. G. works in question have done everything in their power to treat foreign laborers fair and humanely.

Nature of Employment of Foreign Laborers

14. Through frequent business conferences held at Paris in the years 1941-43, I have some information about the recruiting of French laborers. This was being done in the beginning on a voluntary basis. There was a great propaganda to this effect in newspapers, by placards, etc. inviting French laborers to come to Germany and to set free French prisoners of war in exchange. I have been told that agreements to this effect existed between the German authorities and the French government. I. G. Farben had the permission to recruit French laborers and did so in cooperation with private recruiting firms at Paris and other places, of course, on a voluntary basis. French chemical concerns like Francolor and Rhone-Poulenc were much interested in having their men sent in groups to German chemical firms and applied also to I. G. Farben for such purpose. I have heard that in later years methods of recruiting by German authorities changed and that French laborers were being recruited on an involuntary basis, this being explained by the necessity of so doing when the French underground movement started a secret counter-propaganda against recruiting French laborers for work in Germany. With respect to Polish laborers I have been told that the living conditions in Poland after the end of the German-Polish war (1939) or later were so bad that laborers had to be taken into Germany.

(Signed Dr. Fr. ter Meer)

TM But since I have only once been in the General Government when visiting
a factory near Lodz, I cannot comment further on this subject. I have
never been in Russia.

15. After much thought I can only state that I do not know of any
precise circumstances which indicate the time from which foreign laborers
were being recruited to work for German enterprises on an involuntary or
TM forced basis. Certainly by early 1943 this was common knowledge in
Germany and also known to me. I did not take measures to prevent the
employment of involuntary or forced foreign labor. It is my firm belief
that the works of I. G. Farben had to take the laborers assigned to them
by the Arbeitsamt. Otherwise the heads of the personnel departments
and the Betriebsfuehrer in question would have been removed and probably
prosecuted for sabotage. Foreign laborers have been used almost by the
TM whole of German industry. ~~The circumstances of the employment of foreign~~
TM ~~labor in such firms or enterprises in which I was a member of the~~
TM ~~Aufsichtsrat (or in either position) are not known to me.~~ I have
always been under the impression that the whole labor question was badly
handled in Germany. There was no foresight in planning. Building trade
laborers were already short about 1939. During the war the recruitment
of German women was not carried out effectively, probably because the
general animosity against war throughout the German population was only
too well known to the authorities. Furthermore, I do not consider that
Sawckel was an efficient man who was up to his task.

16. There was also a great shortage of skilled German workers in
the chemical field. Probably in 1943 all the larger German chemical firms
set up a pool of skilled laborers which were allotted to a particular firm
or plant in emergencies, such as when a factory was damaged or destroyed
by air raids. This system was administered by the Labor Department of the
Wirtschaftsgruppe Chemische Industrie.

(Signed Dr. Fr. ter Meer)

Participation in Conferences Concerning the Employment
of Foreign Laborers

17. I have never participated in major conferences where the employing of additional foreign laborers for German industry was discussed, except in the two cases described hereinafter. Of course the question has been touched upon frequently in conversations among ourselves and in conferences with the Berlin authorities but distinctly in the opposite sense because we were much concerned about the war-growing
TM enlistment of German workmen for the army which led to very difficult working conditions in our factories.

TM During my stay in Italy Lieutenant-Colonel Kirschner belonging to Dr. Krauch's staff visited me at Milan late in 1943 and requested my support for recruiting Italian chemical workmen for German factories. In the conversations I had with him I took the stand that it was our task to maintain the production of chemical commodities in Italy and that I was not inclined to help him. I only mention in this respect that our supervision of the Italian chemical industry was only carried out for a
TM number of the more important chemical firms which were listed with our office so-called "protected firms." We did not deal with the rest of smaller chemical firms in Italy. The Reichsstab had until the surrender in 1945 an office at Milan under Dr. Deichmann and later Dr. Ehardt (Arbeitstab Chemie). We had practically no contact with them. Besides the Vire-
TM schäftsgruppe Chemische Industrie had an office at Milan for the recruiting of Italian laborers for Germany; for the reasons stated above I did not cooperate with them. I believe that there existed agreements between the German and Italian governments with respect to the recruiting of Italian laborers for Germany. Routine work for such matter was carried out by Italian labor offices, etc. as far as my recollection goes.

18. In early summer 1944 Sawicki visited Italy and addressed General Leyers' staff with regard to the recruiting of Italian laborers.

(Signed Dr. Fr. von Meer)

~~TM There was no discussion after the address and I did not meet Saukel~~
~~TM personally. The address produced no effect on our attitude. He ex-~~
plained the German labor situation as a whole and stated that it was his
intention to employ an additional number of German women (which in my
opinion has never been carried out), a certain number of Eastern workers
and, so far as I recall, two million Italian laborers. It was plain
that he intended to take these laborers forcibly and it was also quite
plain to us that the Italian laborers would instead "take to the hills."
There was no discussion after the address and I did not meet Saukel
personally. The address produced no effect on our attitude.

(Signed Dr. Fr. ter Meer)

Prisoners of War

19. All of I. G. Farben's major works employed prisoners of war. Of course, such prisoners were only employed for work authorized by the international regulations. I had some experience in this matter from the first World War when we had about 100-200 prisoners of war in the Verdingen plant. I, therefore, have raised, when visiting I. G. Farben's works, in many instances this question, but I've at all times had a satisfactory reply. The occupation of prisoners of war was supervised by the Stalag officers of the Wehrmacht very closely so that in my opinion there could not have been any improper use of prisoners of war.

20. I would like to point out the attitude taken by Dr. Ambrose and me when we heard that there existed orders to feed the Russian prisoners of war less than prisoners of other nationalities. We became very excited and insisted on a humane treatment of the Russians. As far as I recall the plant in question had already secretly taken measures to that effect. I refer to a similar statement in the report of Dr. Wittwer (Annex-B) referring to Russian prisoners of war in the Gendorf factory, which is included in my affidavit of 29 April 1947, (Document No. NI-5183).

Employment of Concentration Camp Inmates

21. I knew that laborers from concentration camps were employed at Auschwitz and Gendorf, and possibly in other I. G. plants. The matter of using inmates of concentration camps has not made a very deep impression on me because I know that these men had to work in the concentration camp and why should they not work in a factory that was not far away from a concentration camp. Now, retrospectively, after all we have heard about happenings in concentration camps, I would still say probably the treatment they got in our factories was better than the treatment they had in the concentration camps. With respect to work in concentration camps in which

(Signed Dr. Fr. ter Meer)

foreign laborers worked upon projects for I. G. Farben, I can only mention the concentration camp of Auschwitz where work was carried out for the Auschwitz works.

22. I wish to state that, before I visited the Auschwitz concentration camp which is referred to hereinafter, I had no concrete knowledge about concentration camps at all. There was a slogan in Germany: "Be careful, or you will go to Dachau", but I did not even know whether there existed a concentration camp in the Gem. Hessen in which I lived. I had no idea of the size of such camps, the number of inmates, etc., so I really could not even form an idea as to whether many laborers could be drawn from concentration camps at all.

23. I furthermore want to relate my personal experiences referring to labor questions at Auschwitz. The decision to build a combined Benz and Methanol works at Auschwitz was probably been taken in the first half of the year 1941 after a first step of I. G. Farben to build this Benz factory at Battwitz near Breslau had been discontinued in the summer of 1940 notwithstanding the expenditure of several millions R.M. on the Battwitz site. In order to avoid the building of a Benz factory in East Germany, I had in 1940 made the suggestion to build it at Ludwigshafen after a new process invented there which had been agreed to (1940). Nevertheless the question of an additional Benz plant came up again in 1941. I was at that time much occupied in the negotiations in France (Francolor) and did not participate in most of the corresponding meetings at the Reichsent at Berlin. But it is my firm belief that the choice of the site near Auschwitz was made on the grounds of coal and electric power supply, good water and sewerage conditions, lime and salt supply, etc. In my opinion, the existence of the Auschwitz concentration camp was incidental. By "incidental" I mean that I do not recall that our decision

(Signed Dr. Fr. ter Meer)

TM to build a plant at Auschwitz was ^{not} based on the fact that the concentration camp existed there. There were meetings in Berlin concerning the building of the new plant, but to my recollection I did not participate in those meetings. I may have been in one, I don't know. The existence of the concentration camp at Auschwitz as a source of labor might have been one of the additional points in deciding upon Auschwitz, but for me personally, I must say that the satisfactory industrial conditions were by far more important than the presence of a concentration camp. I believe that most of the information I had on the building of the Auschwitz plant came either through correspondence or through conversations with Ambros, and Ambros has in very long conversations shown me all the things which I call good industrial conditions. I know that he brought me a map and that he showed me everything, but according to the best of my recollection he did not draw special attention to the existence of the concentration camp. Ambros himself in the TEA developed with the help of a map of the site of Auschwitz, the general conditions, the size and also the way the factory should be built. I do not recall that he at that time discussed that some of the labor would be drawn from the nearby concentration camp, but I would say that Ambros, who in his reports of this kind ^{was} ~~was~~ very exact, probably mentioned it, but I am not positive.

24. I visited Auschwitz twice during the construction period, once in the autumn of 1941 and once in the spring or early summer of 1943. As far as my recollection goes already in 1941 there were workmen of the Auschwitz concentration camp employed in levelling the site, building barracks and foundations, etc. Dr. Ambros wanted to talk about these men with the head of the concentration camp, Hoess; I accompanied him and met Hoess. As Hoess was very busy he gave us one of his subordinates to inspect the camp, which we did. We were informed that the camp served at that time primarily, (if not exclusively) for German and Polish men

(Signed Dr. Fr. ter Meer)

who had to be considered as politically unreliable, which seemed likely after all the political tensions which had existed along the German-Polish frontier before, during and after the time of the voting with respect to the partition of Upper Silesia (1921). The camp was described to become a model farm. As a matter of fact we inspected large work-shops, stables for horses, cattle, etc. and were told that besides agricultural work, horse-breeding, cattle-raising, etc. was planned. The barracks were clean and in a very good order. (This is the only time I have visited a concentration camp). The conversation with Hoes^{was} as far as I recollect on the workmen ^{who} were every day sent to the Auschwitz factory and returned in the evening to the camp, a procedure which was fatiguing for the men and considered unsuitable for the coming winter months when the days were already short enough. As a matter of fact, Hoes was in no way favourable to send concentration camp inmates to the Auschwitz works. He wanted them to work for the factory in the camp itself.

25. When inspecting the concentration camp of Auschwitz in 1941, we viewed the arrival of a greater number of Russian prisoners of war. We were told that such prisoners were the first to arrive and that the camp did not like to have them. The Russian prisoners of war were in a very bad state of health, which was explained by the change of food and due to the lack of food during the march.

26. When I returned to the Auschwitz factory in 1943, I visited there a small ~~concentration~~ camp in which Jewish skilled laborers ^{I. G. Farben} who were concentration camp inmates, were housed. I do not know whether the camp was under the supervision of the firm or of the staff of the concentration camp of Auschwitz. The camp was in very good condition.

(Signed Dr. Fr. ter Meer)

27. I have carefully read each of the 19 pages of this declaration and have placed my signature at the bottom of each page. I have made the necessary corrections in my own handwriting and initialed each correction in the margin. I declare herewith under oath that I have stated the full truth to the best of my knowledge and belief.

(Signed) Dr. Fr. ter Meer
Dr. Fr. ter Meer

Sworn to and signed before me this 30th day of April 1967 at
Muenberg, Germany, by Dr. Friedrich Hermann ter Meer, known to me to
be the person making the above affidavit.

(Signed) Drexel A. Sprecher
Drexel A. Sprecher
Attorney
AGO Number 473307
Office of Chief of Counsel
for War Crimes
U. S. War Department

CERTIFICATE

I, ERNA UIBERALL, AGO No. D-150096, hereby certify that this is
a true and correct copy of Document No. NI-5182, the original of which
is in the English language.

(Signed) Erna Uiberall
Erna Uiberall
AGO No. D-150096
U. S. Civilian

END

*Defense
Case 6*

MILITARY TRIBUNAL

CASE VI

DOCUMENT BOOK IV

for

Dr. Fritz TER MEER

presented by Counsel
for the Defense

Dr. Erich SPENIT
Earl CORNMANN

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INDEX
to
DOCUMENT - 004 IV

for Dr. Fritz Ter MIER,
Case VI

| Doc. No. | Exh. No. | Contents | page: |
|----------|----------|--|-------|
| 171 | | The development of the <u>Caoutchouc</u> synthesis. Excerpt from a lecture delivered at the International Chemistry Congress in Rome, May 1930. | 1 |
| 172 | | Laws and ordinances for the elimination of unemployment 1933. | 9 |
| 173 | | Excerpt from the law on the creation of the enterprise " <u>Reichsautoaktien</u> ". | 16 |
| 174 | | Affidavit Diplome-Ingenieur (Graduate engineer) Wilhelm BEPPEL. | 17 |
| 175 | | Excerpt from memorandum of the Army High Command (Armament Inspection 6), dated Fall 1930; "The Wehrmacht's Share in the Development of Synthetic Caoutchouc". | 20 |
| 176 | | Excerpt from "Reichische Zeitung" - dated 10 February 1936. Hitler announces his inflexible determination to have the preliminary work for the <u>subsidy of the German Volkswagen</u> carried out and conclude - and furthermore conclude successfully. | 26 |
| 177 | | Excerpt from "Deutsche Allgemeine Zeitung", dated 2 August 1936; key discusses conditions of purchase for the Strength Through Joy Car. | 27 |
| 178 | | Affidavit Dr. Erich Konrad, concerning Germany's additional caoutchouc requirements due to the production of the <u>Volkswagen</u> . | 29 |
| 179 | | Affidavit Diplome-Ingenieur Wilhelm Verwig and Dr. Erich Ruth concerning the great increase in Germany's motor-vehicles from 1933 to 1936 (previously introduced as document number No. 2, exhibit No. 4). | 31 |
| 180 | | Affidavit Richard Freudenberger, concerning the <u>plans for him to replace leather for footwear</u> . | 34 |

INDEX to DOCUMENT BOOK IV TER MEER
Case VI

| Doc. No. | Exh. No. | C o n t e n t s | page |
|----------|----------|--|------|
| 101 | | Letter from Dr. Duff to Dr. ter Meer concerning the visit of Herr Freudenthal and Dr. Nuernberger in Schkopau on 22 February 1938. | 38 |
| 102 | | Letter Dr. Struss to Dr. ter Meer, dated 13 April 1938, concerning the good results of driving tests with tube tires. | 40 |
| 103 | | Affidavit Dr. Hans Lopinski, Wirtschaftsverband (Association) of the German Caoutchouc Industry, concerning German caoutchouc consumption 1933-1936. "The comparatively high output of regenerates is explained by the fact that in the thirties Germany's lack of foreign currency forced her to import scrap rubber from abroad to be used for regenerates. Foreign currency required for scrap rubber was only a fraction of the amounts needed for natural caoutchouc." | 42 |
| 104 | | Affidavit Dr. Struss regarding <u>Dunn Production from 1936 onwards.</u> | 44 |
| 105 | | Affidavit Helmuth Berwerth regarding <u>Wales Prices of the Various Grades of Dunn.</u> | 46 |
| 106 | | Affidavit Dr. Struss concerning <u>Dunn Research Expenditure during period 1927-1930.</u> | 48 |
| 107 | | Affidavit Dr. Erich Konrad, Head of the Caoutchouc Central Laboratory Leverkusen, concerning <u>Development of Synthetic Caoutchouc from 1925-1929, and especially the production of Dunn and development of Dunn motor car tires.</u> | 50 |
| 108 | | Affidavit Dr. Erich Konrad concerning "Thermal Decomposition". | 53 |
| 109 | | Affidavit of Kurt Linné, the former head of the finance department of the Office for German Raw Materials and Raw Products, concerning contract and financial negotiations between the Reich and IG for the erection of the Schkopau plant. | 66 |

INDEX TO DOCUMENT BOOK IV THE WEER
CASE VI

| Doc. No. | Exh. No. | C o n t e n t s | Page |
|----------|----------|---|------|
| 180 | | Affidavit of Hellmut Vits, Vorstand member of the Deutsche Avisions- und Trauhand IG, concerning contract negotiations between the Reich and IG concerning the erection of the Schkopau plant. | 68 |
| 191 | | Affidavit Dr. Struss, confirming a letter reproduced literally, which IG wrote to the Deputy for Economic Questions, Dipl.-Ingenieur W. Kappeler, on 18 November 1935. IG replies to Kappeler's inquiry: "In reply to your last question I can inform you that in the production of synthetic acetone no waste gases are obtained." | 73 |
| 192 | | Letter Dr. Ter Meer to Kappeler dated 4 February 1936. | 74 |
| 193 | | File note about a discussion in the Reich Ministry of Economy on 11 February 1936 during which Dr. Ter Meer gave a detailed description of the progress of IG's work with Buna. | 76 |
| 194 | | File note on a discussion in the Reich Ministry of Economy on 4 June 1936 regarding the latest developments in synthetic acetone production. | 76 |
| 195 | | Letter from the Reich Colonial and Foreign Currency Staff to IG, dated 13 July 1936, regarding the expansion of the Schkopau plant. | 81 |
| 196 | | Letter from the Reich and Prussian Minister of Economy to IG dated 20 July 1936, regarding the erection of plants for the production of synthetic acetone. | 84 |

DOCUMENT BOOK IV

for Dr. Fritz ter Meer

I hereby declare that all documents,
Nos 171 - 196, contained in this
document book are true copies of those
submitted to the Tribunal.

Nuernberg, 2, January 1946

Karl SCHAEFER
Counsel for the Defense

Excerpt

from
I CONGRESSO INTERNAZIONALE DI CHIMICA
E. KONGAD

The development of the Caoutchouc Synthesis
in Germany

Stratto dagli

ATTI DEL X CONGRESSO INTERNAZIONALE DI CHIMICA -
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1939 XVII

(page 02 of original)

The Development of the Caoutchouc Synthesis in Germany
E. KONGAD (Germany)

Not a few countries are trying today to find the
technical synthesis for caoutchouc type products; principally
for the following reasons:

Owing to the progress made in the engineering industry,
continually new and greater demands are being made on the raw
materials in its service; today it uses increasing amounts of
synthetic rubber / ^{because of} its unique elastic liability. The
development of the modern motor car and of the automobile roads,
for instance, permits ever increasing speeds for automobiles

and motor trucks, which would be impossible without serviceable tires.

It is true that by new processing methods, new refining and blending materials, natural products have been technically improved in the last 30 years to a hitherto undreamed of degree; but it is doubtful whether natural rubber will be able to stand up to the increasing demands for elasticity, flexibility, resistance against heat, wear and corrosion. (page 33) If chemistry succeeds in producing synthetically some ^{and} now, technically more valuable elastic materials, these products will make their way in spite of the cheaper natural caoutchouc.

Many countries have built up so-called national industries in the last decades. Among these the automobile and necessary industries are of special importance as key industries, as many others sell to them a considerable portion of their output. The automobile industry in many countries is today an important factor for the revival and stabilization of economy. It becomes the more independent, the more it is freely supplied with the necessary raw materials. Those countries less abundantly endowed ^{by nature with} the required raw materials - to which caoutchouc and fuels belong - less abundantly, will endeavor to produce them from their own resources.

Increasing motorization of the road force gives an impetus to this trend, and naturally, production of caoutchouc is of great importance from the point of view of national defense.

The following data cover only the development of the caoutchouc synthesis in Germany.

Between

We must distinguish three periods:

- 1) The work from 1936 to 1949, which is connected particularly with the name of Fritz HOFMANN.
- 2) Development work from 1926 to 1934.
- 3) From 1934 onwards the technical expansion of the production plants, and the increasing use of the new synthetic materials in rubber technology.

We already have some literature on the achievements during the war years. Fritz HOFMANN's and his assistants' far-reaching and successful pioneer work on the creation of suitable preliminary products for polymerisation and on polymerisation itself. Owing to the war and the acute shortage caused by the blockade, forced to be directed towards the earliest possible technical exploitation of the laboratory processes ^{hitherto} evolved so far. The so-called "bathyl" rubber, polymerizate of dimethyl ketadione of which 2,500 tons were produced during the war, is to be regarded as a product of this state of emergency; the manufacture of soft rubber goods they were not elastic enough, but also an excellent hard rubber.

The war which had taken an unfortunate course for Germany, was not favorable to the continuation of the work. Yet, rubber technology is an important refining plants, vulcanisation accelerators and accelerators, which were discovered in the US about the same time, used in secret processes, were to make it possible to manufacture such higher grade rubber goods in the future.

REMARKS

The work of the Hofmann school was the basis for the further development which began in 1926 in the various

IG Farbenindustrie plants.

First of all, two problems were awaiting solution:

1) The basic material suitable for synthesis had to be found. It had to be something which could be produced as simply and cheaply as possible.

2) This basic element had to be polymerized into a material which was serviceable for technical purposes, and possibly superior to natural caoutchouc.

.....

Page 95:

Thus, as the work progressed, it was decided to use unsubstituted butadiene.

The most important technical methods to obtain butadiene are:

- 1) Benzol \rightarrow cyclohexane \rightarrow butadiene + ethylene + hydrogen (limited benzol base).
- 2) Ethyl alcohol \rightarrow butadiene + water + hydrogen (Russia).
- 3) acetylene \rightarrow acetaldehyde \rightarrow acetalol - butylene glycol butadiene (Germany)
- 4) butane (?) - butylene - butadiene
- 5) Acetylene - vinylacetylene - butadiene.

.....

Germany uses for the butadiene synthesis the so-called 4 stage process (No. 3 of the list), which would at first appear less advantageous than the other processes because of the many intermediate steps. However, the various individual stages had in fact been successfully assembled to form one continuous process. In its individual stages, the 4 stage process yields

Page 66:

a high output of purest butadiene without undesired by-products. Greatest purity of the butadiene is the prerequisite for the related and continually repeated process of polymerization.

Page 67:

The following is to be said about the various methods of polymerization:

..... Englishmen
Nearly 30 years ago the / HARRIS and STROOS
and the German HARRIS evolved almost at the same time a polymerization method with the aid of alkaline metals, such as sodium.

Page 68:

To effect polymerization and preserve its character, the amount of sodium and the surface have to be measured out exactly. Special activators and regulators were found for this process, permitting a precise start and then a check of the further steady progress of the polymerization reaction. The so-called number 100 types, and 115 and 116, were manufactured by this method. The number 115 is a standard for the polymerization degree, and 116 being more highly molecular and therefore technically more valuable than 115. These sodium polymerizates have gradually lost their importance in Germany in the course of recent developments.

The so-called emulsion polymerization method has more and more established itself as the technically most important method for the polymerization of diene and vinyl compounds.

.....

The problem of the emulsion polymerisation of butadiene made considerable progress only when it was recognized that technically very valuable products of a new type - similar to caoutchouc - could be won if other compounds fit for polymerisation were added to the polymerising butadiene chain by means of emulsion polymerisation. This working method was later on to prove very profitable. Type and quantity of the new components added to butadiene opened up ways for manifold variations. In several cases the component that is added determines the technical character of the polymerisate. A method had been found for producing types of caoutchouc of an entirely new character.

Page 69: The results of this work were the technically important types Luna S, = mixed polymerisate of butadiene and styrol, and Luna N 3 (permanen), = mixed polymerisate of butadiene and acrylonitril

In work connected with polymerisation, particular consideration had to be given to the needs of the industries utilizing rubber in their manufactures.

Like natural caoutchouc, Luna, as raw material, is of little value for direct use. It is only by vulcanisation that we arrive at high technical qualities. Natural caoutchouc becomes plastic, adhesive and easily mouldable after being rolled and milled. In this condition curative filling and other auxiliary agents can easily be added. Luna does not show this maturing effect. It is true that by continued rolling, the material is changed in that the viscosity of the solutions is reduced; the capacity for processing the solid material however is hardly improved by thorough rolling and milling. Up to early last year the processing of Luna was found to be very difficult. These difficulties have meanwhile been

removed to a large extent by means of new plasticizing methods.

* * * * *

page 96:

This brief summary on the development of synthetic caoutchouc in Germany shows that the chemist, after having, in the first place closely followed the natural formation of caoutchouc, is deviating more and more from this pattern by means of varying synthesis, and finding new substances with new characteristics which, taking into account the increased technical needs, will come into use in spite of the cheap natural product. Development in this connection is still in progress.

If large plants for the production of synthetic caoutchouc are today being built with great speed, they serve in the first place to make Germany independent with regard to raw materials and to guarantee employment for the German worker. We are however

page 97:

convinced that, over and beyond this, these great efforts will also serve the technical progress and the promotion of material culture all over the world.

S U M M A R Y

In view of the increasing importance of caoutchouc as raw material in the economic and national life of all people, the technical caoutchouc synthesis is being dealt with today in many countries. The economic aspect of caoutchouc synthesis becomes promising if high quality products can be produced. Thus the chemist no longer has the task of slavishly imitating the natural caoutchouc molecule. In the present phase of science, caoutchouc substances with the technical

characteristics required can only be produced by means of polymerisation of butadiene with conjugate double linkage. Thorough comparative work has shown that the simple butadiene is preferable to isopren which is to be considered as ^a constituent element of natural caoutchouc. The method by which the technical synthesis of butadiene is carried out most economically, may differ in the various countries. In Germany acetylene is used as a basis, and butadiene is produced through acetaldehyde, aldol, 1-3-butylene glycol.

At present butadiene is polymerized mainly according to the so-called emulsion procedure, because in this procedure it has been found possible to win products with superior qualities. Polymerisates produced by means of sodium metal, are now less and less important. The types of synthetic caoutchouc produced in Germany today are no pure butadiene emulsion polymerisates, but mixed polymerisates of butadiene and vinyl combinations. The principle of mixed polymerisation enables us to vary the technical qualities of polymerisates considerably. The types of gum produced in Germany (Buna S, perlanon) are compared to natural caoutchouc, excel by the better resistance to skin and by the better resistance to heat and to wear of the vulcanisates. Soft rubber from perlanon is, in addition, extremely resistant to blistering when in contact with fuel oils and lubricants. The synthetic caoutchouc "Buna" is processed according to methods similar to those applied to natural caoutchouc. The difficulties formerly observed in the processing of the new synthetic materials may today be considered as removed.

Copy from:
Reich Legal Gazette Part I
Year 1933
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Berlin 1933, Reich Publishing Office
Reich Legal Gazette Part I
Chronological survey - First half-year 1933

| Date of the law etc. | Contents | Number | page |
|----------------------|--|--------|------|
| 1933 | | | |
| January | | | |
| 19 | Ordinance of the Reich President for securing, storing and seed supply | 6 | 23 |
| 20 | Ordinance of the Reich President concerning financial measures in the employment program | 6 | 31 |
| February | | | |
| 6 | Second ordinance concerning the carrying out of the employment program | 12 | 56 |
| 14 | Ordinance of the Reich President concerning exemption from judicial execution in case of landed property | 13 | 63 |
| 22 | Ordinance of the Reich President concerning Reich security for repairs and reconstruction and concerning repair of farm buildings | 16 | 75 |
| 23 | Ordinance of the Reich President for promoting agriculture | 16 | 80 |
| 24 | Ordinance concerning use of home grown oil seeds | 13 | 83 |
| 27 | Ordinance supplementing and implementing Chapter V of the Fourth Part of the Ordinance of the Reich President concerning the stimulation of economic activity dated 4 September 1932 | 10 | 89 |

DOCUMENT BOOK IV THE USSR
THE USSR DOCUMENT No. 172

| Date of the law etc. | C o n t e n t s | Number | Page |
|--|--|--------|------|
| ... April 1933 22 | Law concerning protection of tenant-farmers | 42 | 221 |
| ... 25 | Law concerning supply of insecti- cides and hop binding material | 44 | 227 |
| ... May 1933 ... 10 | Ordinance for the implementation of the exemption from tax for new cars | 50 | 265 |
| ... 12 | Law concerning exemption of female domestic servants from compulsory unemployment insurance | 53 | 265 |
| ... 24 | Law on exemption from judicial execution in the field of inland navigation | 54 | 269 |
| ... 31 | Law concerning redemption of car tax | 59 | 315 |
| ... June 1 ... 12 | Law concerning use of domestic wool | 63 | 359 |
| Reich Law Gazette Part I Chronological survey Second half-year 1933 | | | |
| 1933 July 15 | Law concerning remission of taxes | 63 | 491 |
| 15 | Law concerning remission of taxes for new apartment houses | 65 | 493 |
| Sept. 4.... 13 | Law concerning the provisional organization of the Reich Food Estimate and measures for the market and price regulation of agricultural products | 99 | 526 |
| 21 | Second law concerning reduction of unemployment | 103 | 651 |
| 22 | Law concerning the protection of the German export | 106 | 667 |

| Date of the law etc. | C o n t e n t s | Number | Page |
|-------------------------|---|--------|------|
| Sept. 23 | Ordinance concerning use of domestic neutral lard in manufacturing margarine and artificial edible fat | 105 | 665 |
| 26 | Law concerning the scouring of grain prices | 106 | 667 |
| 1933 October **** | | | |
| 18 | Law concerning measures for promoting export | 116 | 743 |
| December **** | | | |
| 13 | Carrying-out ordinance pertaining to the law concerning remission of taxes for replacements (serapin ordinance) | 142 | 1071 |

Page 31

Reich Law Gazette

Part I

1933 published at Berlin, 31 January 1933 No. 3

Ordinance of the Reich President concerning financial measures in the employment program.

dated 20 January 1933

On the strength of article 65 of the Reich Constitution

the following is ordered:

Paragraph 1

(1) The Reich Minister of Finance is authorized to furnish security to the Reich of the Reich, up to a total of 500 million Reichsmark for credits granted by other banks for procurement of work

Paragraph 3.

This ordinance will come into force on the day following
the day of publication.

Berlin, 23 January 1933

The Reich President
von HINDEBURG

The Reich Chancellor
von SCHEIDERER

The Reich Minister of Finance
Graf SCHERERIN von KRÖSIGK

The Reich Minister of Labor
Dr. SYRUP

The Reich Minister of the Interior
FRICK

....

....

....

Page 11

Reich Law Gazette Part I No. 18 dated
24 February 1933

.....

..... Ordinance of the Reich President concerning promotion
of Agriculture dated 23 February 1933

On the strength of article 13 section 2 of the Constitution
of the Reich, the following is decreed:

Chapter I

Promotion of Grain Production

The Reich Minister of Finance is authorized to furnish
further security up to the maximum amount of 80 million Reichs-
mark for the promotion of grain production.

Translation of Document Book IV
- 1935 -
Document ter Meer No. 172
Exhibit Nr.

Berlin, 23 February 1935

The Reich President
von Hindenburg
The Reich Chancellor
Adolf Hitler
The Reich Minister
of Food and Agriculture
Hugenberg
The Reich Minister of Finance
Graf Schwerin von Krosigk
The Reich Minister of the Interior
Frick

Page 529

REICH LAW CASES No. 1, published in Berlin on 2 June 1935, No. 69 Law concerning the Decree of Unemployment, dated 1 June 1935. The Reich Government has passed the following law, which is herewith promulgated:

(1) The Reich Minister of Finance is authorized to issue Treasury bonds (Arbeitsbeschaffungsschulden) to a total amount of up to one billion Reichsmark, for the furtherance of the national task, in particular for the following purposes:

1. Repair and upkeep of administrative buildings and dwelling houses, bridges and other structures of the Länder, municipalities, associations of local government units and other semi-governmental corporations.
2. Repair of dwelling houses and farm buildings of agricultural enterprises, division of apartments and reconstruction of other premises in dwelling houses into small flats.
3. Small suburban settlement,
4. Rural settlement,

5. River regulations,
6. Installations for the supply of the population with gas, water and electricity,
7. Underground construction (sewerworks) of the Länder, municipalities and local government units,
8. Welfare benefits in kind to needy persons.

Page 329

Berlin, 1 June 1933

THE REICH CHANCELLOR
ADOLF HITLER

THE REICH MINISTER OF FINANCE
Graf Schwerin von Krosigk
The Reich Labor Minister
Franz Seldte

Reich Law Gazette Part I

1933, published in Berlin on 22 September 1933 No. 163

Second Law concerning the Decrease of Unemployment.

Dated 21 September 1933

The Reich Government has passed the following law,
which is herewith promulgated:

S e c t i o n I

Repair and upkeep of buildings:

Article 1

The Reich Minister of Finance is authorized to make available an amount of up to 500 million Reichsmark for the promotion of repairs and upkeep of buildings, for the division of apartments and the reconstruction of other premises into apartments.

Article 2.

This law becomes effective on the day of its promulgation.

Berlin, 21 September 1933.

The Reich Chancellor
Adolf Hitler

The Reich Minister of Finance
Graf Schwerin von Krosigk

The Reich Labor Minister
Prinz Seldte

The Reich Minister of Economy
Dr. Schmitt.

AFFIDAVIT!

I, Wilhelm KESSELER, born 14 December 1882 at Heidelberg, at present in Nürnberg, Palace of Justice, after having been warned that a false affidavit will render me liable to punishment, herewith depose on oath voluntarily and without coercion:

Since August 1933 I was Commissioner of the Führer for Economic Questions in the Reich Chancellery. In the Autumn of 1934, following a proposition of the then Reich Minister of Economy and President of the Reichsbank, Dr. Schacht, I was ordered by Hitler to take over as a special task the procurement of German raw materials and materials used in manufacture.

This commission was brought about by the ever increasing shortage of raw materials, which on the one hand was due to the increased consumption resulting from the revival of the economy, and on the other hand, to the dwindling of foreign currency. I wish to emphasize expressly that, when I was given this commission, there was no question at all of procuring raw materials for military armament. The establishment of new factories was desired for the purpose of eliminating unemployment.

In the autumn of 1934 I heard of progress made with respect to the processing of Buna. At a conference of the Reich Office for Synthetic Rubber, I took this opportunity of contacting Herr ter Meer, who was also present

to discuss the question of constructing a Buna factory with him.

On the basis of this discussion the I.G. intensified its development methods with respect to the production and processing of Buna considerably and made certain progress, thus also rendering the factories for rubber products less averse against the processing of this material.

Initialed R.

(page 2 of original)

During the following years 1935/1936 I had several conferences with Herr t a S r MEER, in particular with respect to the construction of the plant at Schkopau, the production capacity, the financing and the securing of sales. I was present when the foundation-stone for the factory at Schkopau was laid in the Spring of 1936.

I have carefully read each of the two pages of this affidavit and signed them in my own hand. I hereby declare on oath that in this affidavit I have stated the pure truth to the best of my knowledge and belief, and that I am aware that this affidavit is to be submitted as evidence to the Military Tribunal in Nurnberg in the trial against Krauch and others.

Nurnberg, 22 October 1947.

Signed: Wilhelm Keppler
(Wilhelm Keppler)

(Continuation of page 2 of original)

The above signature of Herr Wilhelm KEPLER, at present in Nürnberg, Palace of Justice, affixed before me in Nürnberg on 22 October 1947, is herewith certified and attested by me.

Nürnberg, 22 October 1947.

Signed: Dr. Erich Berndt

(Dr. Erich Berndt)

Attorney and Notary Public.

Excerpt

from

"The share attributable to the Wehrmacht in developing and testing synthetic rubber"

Compiled from documents of the
High Command of the Army (V. A. Pruef 6)
Autumn 1938.

page 7:

There are several decisive reasons for the inordinate interest which has been attached to synthetic rubber in Germany since 1933. To begin with, German exports had steadily declined since 1930 on account of the international slump, whilst the German consumption of foreign raw-materials had steadily increased. In 1933, with a value of production of approximately 41 milliard Reichsmark, the German industry had consumed native and foreign raw-materials to the value of 5 to 6 milliard Reichsmark. Due to the progressive enervation of the home-market and increased home requirements on account of the drop in unemployment, Germany's consumption of raw-materials during the following years rose considerably in comparison with that of 1933. Diminishing exports and an increase in imports led to an adverse trade balance which in its turn - added to German liabilities abroad - produced a steady decline in the gold- and foreign exchange holdings of the Reichsbank. In view of the limited German basis of raw-materials, trenchant measures had to be taken to avert the dangers threatening the internal revival of German economy in the event of lack of raw-materials. These measures

page 8

consisted in particular

- 1.) in a diminution of foreign exchange-quotas for payments abroad in connection with the goods traffic, but only with reference to imports from countries with which no clearing agreement had been concluded;
- 2.) in the surveillance of raw-material imports; the Reich Minister of Economy was empowered to control and regulate the trade in raw-materials and semi-manufactured goods, and for this purpose to establish centers of control for certain types of merchandise;
- 3.) in the procurement of equivalent replacements for imported raw-materials by means of German products.

These directives had the effect, with regard to Germany's rubber provisions, that the management control of rubber stocks was assigned to the supervisory office for rubber and asbestos. The buying of crude rubber on the world market and the allotting of foreign exchanges requisite for this purchase could in future be effected only by special consent of the supervisory office. Over and above this, the supervisory office for rubber and asbestos introduced measures in 1934 which aimed at influencing other firms apart from Continental to manufacture tyres from synthetic rubber, thus causing the new German raw material to be put to general use within the shortest time possible. To begin with, however, only the firm of Metzeler, which had already in 1933 participated with I.G. Farben and Continental in joint tests in connection with synthetic tyres, was prepared

to tackle resolutely the problem of tyre-manufacture from synthetic rubber. All other German firms utilizing rubber showed but scant interest for synthetic materials. This disinclination by firms manipulating rubber was all the more incomprehensible, since the delegate of the Reich Chancellor for economic questions, HUPFINGER, also used all his influence to effect the employment of German raw materials in the place of foreign supplies so that there could be no doubt that one day the change over from replaceable foreign raw materials to supplies manufactured at home would have to become a reality.

Only the determined intervention of the Wehrmacht could put an end to the opposition against synthetic rubber which was due partly to bad experiences made with war-time rubber, partly to the higher price of synthetic rubber. A continuous, uninterrupted supply of rubber is of vital importance to the Wehrmacht. Increasing motorization of the Army is of necessity inseparable from correspondingly higher tyre requirements. A delay in the supply of new or replacement requirements, or a suspension thereof, may constitute a decisive check to the striking force of the Army. Not until the end of 1924, however, did the

page 10:

measures for the use of synthetic rubber introduced by the Wehrmacht take full effect. A considerable reduction had to be made in the quantity of crude rubber which had in the interim period been placed at the disposal of the firms utilizing rubber in their manufactures, owing to the fact that the foreign exchange required for the purchase of this quantity of raw material could not be made available.

This of necessity led to a temporary retrenchment of about 30% in the manufacture of giant pneumatic tyres. Newly constructed lorries and passenger coaches could not be delivered since no tyres were available. The dismissal of workers in the rubber and motor industry seemed inevitable. Tyre-stocks in rubber factories had reached such a low level that they could only last for another month. The effects of this increasing scarcity of crude rubber was bound to have grave consequences for the motor vehicle industry. The Reich Ministry of Economy was therefore compelled, during a transition period, to release the requisite foreign exchanges for the procurement of natural crude rubber. This measure, however, could only be temporary, as a considerable increase in the demand for rubber had to be expected on account of the intense motorisation introduced by the National Socialist Government and it was impossible to supply the necessary foreign exchanges for any length of time. No further doubt existed that the motorisation program would be crowned with complete success, in view of the construction of Reichsautobahnen and a tax-policy by the Reich Government favorable to the motor-industry. With regard to the number of motor vehicles per capita Germany had within the last few years noticeably approached the Western European countries though its motorization as a whole had not yet attained that of France and England. Considering the gradually rising standard of living in Germany and the pending appearance of the Volkswagen it could be taken for granted that the ratio of motor vehicle consumption per capita in Germany would soon equal that in all other countries.

Of the total German rubber consumption in 1937, which

amounted to approximately 75000 tons, about 70% were allotted to the manufacture of tyres and accessories; 30 % are required for all other manufactures of the rubber industry. For 1941 the total consumption of rubber must be estimated at approximately 125000 tons, if all the factors likely to influence future automobile manufacture in Germany are taken into account. This is based on a considerable increase in consumption for the manufacture of tyres and accessories. The consumption of all other groups of articles will in all probability increase only in proportion to the increase in population and in line with a normal economic development. The possibility must also be taken into account that part of the excess consumption of rubber for technical rubber goods etc. can be met by synthetic materials.

This potent development in rubber consumption which is to be expected in the future could, in 1933, be envisaged only with grave misgivings.

.....

I certify this to be a true and literal copy of the above original.

Nuernberg, 12 January 1948

signed: Karl BORNHART
Counsel for the Defense
at Tribunal IV

Excerpt

from

KÖNIGLICHE ZEITUNG

Sunday, 16 February 1936

Sunday edition No. 66

THE NUMBER AT THE EXHIBITION

.....

The ~~perspective~~ for the fulfillment of this wish can be no different here than anywhere else in the world: that is to say the price of each individual car must correspond to the income of its potential buyer. That is to say when I anticipate the number of motor vehicles available in Germany to be from three to four million, then the sale-price and costs of upkeep of these cars will have to show a differentiation similar to that of the income of three or four millions of prospective buyers. (Strong applause). I advised the German motor industry to view the proportional income of the wealthiest four or five million Germans from these angles. It will then be understood why I insist with resolute determination on having the preliminaries for the construction of the German Volkswagen carried out and brought to a conclusion, that is to say, gentlemen, to a successful conclusion. (Violent applause).

I do not doubt that the ingenuity of the constructor in charge, as well as that of subsequent producers will contrive, with the highest discernment for national economy of all concerned, to bring the costs of purchase,

running and upkeep of this car into a workable relationship to the income of the bulk of our nation, - a problem for the successful solution of which America affords such a brilliant example.

.....

I certify this to be the true, literal copy of the above document.

Suornborg, 29 December 1947

signed: Karl BORHEMANN
(Karl Bornemann)

Counsel for the Defense of
Military Tribunal VI

E x c e r p t

from an article of the "Deutsche Allgemeine Zeitung" of 2 August 1938, No. 353/4.

... ..

Dr. Ley then turned to the question of the Volkswagen, a subject of special importance among the aims of the organization "Strength through Joy". In his introductory remarks he opposed the statement that the automobile was a luxury intended only for certain classes of society. He recalled that many objects of our daily life were formerly considered luxuries, and emphasized: "We do not mean to lower the people to the standard of proletarians, what we aim at is that there should be nothing in Germany of which the German worker cannot have his share! (Violent applause). Therefore within a decade there will be no productive individual in Germany who will not have his Volkswagen or at least be able to have one if he so desires."

ANNUAL PRODUCTION ONE AND A HALF MILLION CARS.

Accompanied by vigorous applause, Dr. Ley welcomed the ingenious constructor of the Volkswagen who was also present this meeting. He stated that the first series of this Volkswagen, this technical marvel, would probably be ready for delivery at the end of next year. After their completion the Volkswagen factory would not only be the greatest automobile factory but in fact the greatest factory in the whole world. Whilst Ford produced one million automobiles annually, the Volkswagen factory would be capable of an annual production of one and a half million. At the same time the enterprise would also be a model factory from a social point of view.

... ..

And now the Volkswagen has really arrived. The ingenious constructor and inventor Dr. PORSCHE has completed this technical wonder, and the Fuehrer has now charged the German Labor Front with the entire handling of the matter, - production, sale, insurance, garages and so on. Thus the price miracle has been brought about, and a real motor car can be given to the people for 990.- RM.

The Fuehrer himself has laid the foundation stone to the greatest factory in the world. Before the end of this year the first section of the building, planned for an annual production of 450 000, will have its roof completed. At the end of the next year a start will already be made with continuous production. The Fuehrer has named the Volkswagen "Strength through Joy".

... ..

I certify this to be a true and verbatim copy of the above original.

Kuerberg, 29 December 1947

signed: Karl BORNEMANN
(Karl Bornemann)
Counsel for the Defense of
Military Tribunal VI

Affidavit.

I, Dr. Erich KORN, Leverkusen-Myerwerk, Bismarckstr. 35a, German citizen, have been warned that by making a false affidavit I render myself liable to punishment.

I herewith declare on oath that my statements are true and were made voluntarily and without duress to be submitted to the Military Tribunal No. VI in the Palace of Justice, Mannheim, Germany.

From 1 October 1927 I was employed by the IG Farbenindustrie AG as a chemist, namely from 1929 as manager of the Caoutchouc-Laboratories, which later became the Caoutchouc Control Laboratory of the IG Farbenindustrie. My activities covered the entire field of scientific caoutchouc research, particularly that of synthetic caoutchouc.

In the course of time, the work in this respect became urgent, mainly at the development of methods of processing the synthetic types of caoutchouc, so that they could be used for all rubber goods directly, released from natural caoutchouc. Therefore, in connection with this task, questions relating to auxiliary agents necessary for the production of rubber goods, for instance vulcanization accelerator, also resistor, filling material, softener, etc., and questions of processing technique were also discussed in the caoutchouc laboratory. My activities were carried out in close contact with the German manufacturers of automobile tires and other rubber goods. Because of my activity as manager in the Leverkusen caoutchouc laboratory and by constant business contact with Dr. Carl HERR and Dr. Hans ROSE, the managers of the German firms Schlopau and Kulis, and also with the experts in Leverkusen, Isidor STRÖM, Oppau, Buechse, Schlopau and Kulis, I have at my command exact knowledge of the work in connection with caoutchouc which was executed by the IG Farbenindustrie as from 1927. As far as incidents which occurred before my appointment in Leverkusen are concerned, I have gained this knowledge by the careful study of documents. I was Chairman of the Scientific Caoutchouc Commission of the

DOCUMENT NO. 19 "1932-1936"
TRA. 2388 DOCUMENT No. 179

| <u>In USA</u> | <u>Passenger car</u> <u>(No. of inhabitants)</u> | <u>trucks</u> <u>(No. of inhabitants)</u> | <u>total</u> |
|-------------------------|---|--|------------------|
| 1932 | 22 520 000 | 3 466 000 | 25 986 000 (4.3) |
| 1936 | 32 571 000 | 3 650 000 | 36 221 000 (5) |
| 1938 | 25 470 000 | 4 235 000 | 29 705 000 (4) |
| | | | |
| <u>in Great Britain</u> | | | |
| 1932 | 1 171 000 | 361 000 | 1 532 000 (30) |
| 1936 | 1 698 000 | 448 000 | 2 046 000 (23) |
| 1938 | 1 529 000 | 490 000 | 2 019 000 (20) |
| | | | |
| <u>in Germany</u> | | | |
| 1932 | 467 000 | 153 000 | 620 000(100) |
| 1936 | 961 000 | 271 000 | 1 232 000(54) |
| 1938 | 1 326 000 | 338 000 | 1 705 000(44) |
| | (including Austria) (incl. Austria) | | |

The figures in brackets represent the numbers of inhabitants per vehicle (passenger car and truck).

This list shows that in Germany, between 1932-1938, the stock of passenger cars increased almost threefold and that the stock of trucks was more than doubled.

Source: Facts and Figures from the "Kraftverkehrswirtschaft"

7 Edition 1933, page 123, - - - - , 12. Edition 1938, page 126.

- Verband der Automobilindustrie e.V.

The Management

signed VOG-IG

signed MUTH

No. 613 of the document register for 1947

I herewith certify the above signatures of

1.) Dipl. Ing. Wilhelm VOIGT

2.) Herr Dr. Werner ABT

both residents of Hannover-Linden,

Gottliebstr. 20

Hannover, 15 October 1947

Seal signature Notary
 as officially appointed representative
 of the Notary Dr. Walter REESE.

Calculation of Fees

Value: 2000 RM.

| | |
|-------------------------------|-----------------|
| Tax according to Pr 26,39 MIO | 4,20 RM |
| Turnover tax | 9,12 RM |
| Total | <u>13,32 RM</u> |

signed signature
representative of notary

A f f i d a v i t .

I, Richard FREUENBERG, aged 55, Reinheim Luetselschenschens-
strasse 5, German citizen, have been made aware that by making
a false affidavit, I render myself liable to punishment.

I declare on oath that my statements are true and were
made voluntarily and without being subjected to any duress, in
order to be submitted as evidence to the Military Tribunal No. VI
in the Palace of Justice, Hamburg, Germany.

As manager of a large enterprise in the German leather
and shoe industry, I have since 1923 held it to be my duty
to concern myself not only with the internal factory management
but also with the general economic problems of the German leather
and shoe industry as well as with those of related branches
of industry.

When the task of maintaining itself without new foreign
credits was placed before the German economy - following the
withdrawal in 1931 of foreign credits granted to Germany and the
British Empire's change over from free-trade to a protective trade
policy in October in 1932 - the German shoe industry was faced
with the following situation which was aggravated by the political
events of the Reich which remained essentially the same in
far as its economic problems were concerned, until the
outbreak of war in 1939.

In 1936 the German leather industry was only able to
extract - from the bulk of raw material - an annual production
of new shoes at the rate of 1,2 pairs of shoes per head of the
population, since foreign exchange amounted to 220 million RM
per year was needed for the importation of raw hides and
skins, as well as tanning materials and small quantities of
water-leather. A shoe supply of 1,2 pairs of shoes annually
was far below the standard of living in other countries. Thus
in England 2,5 and in the US 3,5 pairs of shoes per head of the
population were produced annually. After overcoming the damage
resulting from the General Crisis in 1931 and after the slow
rise of the standard of living in Germany, the German leather
industry had to make allowance for a yearly shoe-consumption
of 1,2 pairs. As the amount of hides and skins available in
Germany could not be increased in corresponding measure, the
adjustment of the German standard of living with regard to the
shoe supply, to that of the other and similarly industrialized
states could only have been effected in one of the following 2 ways:
a) by an additional yearly expenditure of approximately
100 million RM in foreign exchange
b) by employing substitute materials produced in Germany without
the expenditure of foreign exchange.

In view of the sharp decline which occurred in the volume
of German exports, due to the industrialization of countries
which had formerly been Germany's

chief customers, it must have appeared out of the question - considering the general situation around 1936 - that the foreign exchange needed for the production of footwear could have been made available shortly afterwards by means of increased German exports. The high percentage of the foreign exchange amounts available for import, which was used for the procurement of food supplies, and the increasingly bilateral character of the German system of payment to foreign countries, made it appear impossible for the raw material required for shoe production to be secured by means of imports. Therefore it was clear to every expert that shoe production could only be increased by the employment of substitute materials. Germany too in the same way as other countries, had to fall back on the use of rubber and other raw products in the place of leather. Furthermore Germany's particular technical problem lay in the fact that raw materials dependent on foreign exchange, for example natural caoutchouc and cotton thread, had to be replaced by raw material which were available in Germany. In this respect, gum was the chief consideration. In order to adjust in some measure the shoe production to the standard of other highly industrialized countries, and to cover the repair requirements, even in the face of rising raw material costs, it was necessary to use 80-90 000 tons per annum of raw products in the place of leather. In this the main emphasis had to be laid on the production of a practical substitute material for upper-leather, and the chief possibility for this, according to the technical statistics of 1936, lay in the production of gum soles and heels for the manufacture of new shoes and for shoe repairs, which would have to have amounted to about 60 000 tons per annum. To achieve this it would have been necessary for IG Farben to produce an additional amount of raw gum amounting to approx. 10 000 yearly tons, or at least amounting to 12 - 14 000 tons annually. At the same time, the foreign exchange expenditure on fancy leather could to a somewhat lesser degree have been transferred to the procurement of shoe-leather, if approximately 7,500 yearly tons of lining material (by weight) in the form of Acoronal and Gumlatex had been placed at the disposal of the leather-substitute industry. Finally, by the use of a further 10 000 yearly tons of lining material in form of Acoronal or Gumlatex, a sufficient supply of leather-substitute instead of natural leather for insoles and heel caps could have been secured.

As the result of manifold obstacles, partly with regard to the authorities and partly of a private nature, which cannot be raised here, this intention was never carried out in full. However, there is now a far-reaching substitution of leather material for natural

leather was the sole possibility of raising the living standard of the German population with regard to their shoe supply.

These trends of thought were completely independent of the foreign and armament policies of the Third Reich, and merely a result of the world economic situation with which Germany had to cope at that time. At the time these plans were being made in 1936, the amount of leather taken from the German economy by the Wehrmacht only amounted to about 5% and I must point out that the German Wehrmacht departments not only disagreed with the employment of substitutes, but in some cases also made it more difficult.

I discussed the train of thought represented above, and based on the same reasoning, with numerous economic representatives during the years around 1936. I also repeatedly discussed this question with authoritative members of IG Farben, particularly with Dr. ter MEER

(page 3 of original)

and at the same time suggested that IG should produce the essential prerequisites for an increase in the production of the German shoe industry, to an additional output of 200m. I therefore came to the conclusion that the improvement of the 200m output of the IG Farben within the framework of the above-mentioned production quantities of 200m and 200m latex required for the shoe industry, cannot be connected with the power-political aims of the Third Reich, either according to the views existing then or those of today. On the contrary, it was an effort to utilize the technical progress which had been made, in order to adjust by peaceable means the standard of living of the German people with regard to their shoe supply, to that of other nations in the same stage of industrial development. The fact that the German shoe industry is still faced by the same problem if substitute materials today, proves that the circumstances of power politics play but a slight part therein.

With regard to my person I state that I have been classified as exonerated (Group V) by the verdict of the Saenger Spruchkammer given on 6 June 1947 and by a final verdict given by the Berufungskammer (Chamber of Appeal) IV Karlsruhe on 5 November 1947 and confirmed by the US Military Government.

Siegen, 1 December 1947

signed Richard FRIEDENBERG
(Richard FriedenberG)

Attestation:

The above signature acknowledged by me to be that of
Mr. Richard FISU ENKAG, Weinhain, Luetselsachsenstrasse 8,
was affixed here before me and is hereby certified and attested
by me.

Weinhain, 10 December 1947

Notary's Office
Senior Local Court Judge Signed Fr. Muller

Stamp:
Notary's Office As Notary
Weinhain/Jergstr.

Value: 10,000.- RM

Tax according to Par. 39 BKG: 5.- RM

Expenditure Regulation Index No. 52 (Verg. A.O.Z. 52)

I certify that the above document is an exact and true copy
of the original which is in my possession and which will
be submitted in evidence before the Military Tribunal No. VI.

Nuernberg, 10 December 1947

signed KREMERMAN

Zarl KREMERMAN
Counsel for the defense
at the Military Tribunal No. VI
Nuernberg

1, 2,

BUNA - WERKE

Gesellschaft mit beschränkter Haftung

Herr

Direktor Dr. ter Meer

I.G. Frankfurt/Main

your reference your letter of our reference
Office BS Dr. Vu.

SCHKOPAU via Marsburg,
22 February 1938 W1
handwritten: Dr. STRUSS

Subject:

Dear Dr. ter Meer:

The visit of Messrs. Freudenberg, his son and Dr. Baerborger, which you announced, took place today at Schkopau.

I gave the gentlemen a brief survey of the layout of the factory, showed them the current production and conducted them through the new buildings. Finally we visited social installations, the laboratory and testing laboratory, where a detailed discussion on mining and other questions was held.

In the company building lounge we furthermore discussed Freudenberg's interest in Buna; a figure of 600 monthly tons of Buna-S requirements for use as sole-leather was named. Interesting and new to us was - and this information was given to us confidentially - that today scrap leather, is no longer used as filling, it has been substituted by wood-flour. In the course of the discussion we obtained the impression that the firm Freudenberg was very much interested in Buna.

and other I.G.-plastic materials and that other uses for synthetic leather, for instance upper leather, will be explored and developed.

Mr. Freudenberg invited us to Weinhelm for the middle of April when the manufacture of Buna-S sole-leather will have commenced. The invitation was accepted for Dr. Ambros, Dr. Weinbrenner and Dr. Wulff. I trust that we have treated the visitors in accordance with your wishes, and beg to remain

Yours very truly
signed: Dr. WULFF

* Initial: WK

Certified a true copy.

Munich, 31 December 1947

signed: Karl BORNEMANN
(Karl Bornemann)

Defense Counsel at the
Military Tribunal VI

13 April 1938

Herr

Direktor Dr. Fr. ter Ker,
c/o Bronner's Kurhof
S a d e n - H e d e n

Dear Dr. ter Ker,

Right at the beginning of this letter I wish to state that it is not my intention to bother you with business matters, but I hope that the following information will bring you special joy for Easter.

I just returned from Rueselheim with Dr. Konrad where, after a distance of more than 20,000 kilometers had been covered, a sort of general survey of the fourth driving test was made. Of about 70 tyres 10-12 were eliminated; the others are to be used until the canvas penetrates. The final examination will take place on Thursday, 5 May 1938 and on the following day the driving test No. 5 will start.

Now today's results. The Conti (Continental Gummiwerke A.G., Hannover) had about 12 Buna tyres tested, half of which were 70 and the other half 80 per cent, in addition there were about 5 tyres of natural rubber. Of the latter one was eliminated because the fabric broke. All the remaining tyres of the Conti covered between 20 and 21000 kilometers. On the tyres of natural rubber the center of the profile was evenly worn off and had completely disappeared, on all the Buna-tyres - 70 and 80 per cent - there is still considerable profile left in the center. Any damages to the carcasses were not noticed. The tyres which are mass-produced make an excellent impression. In Dr. Konrad's estimate the Buna-tyres can cover approximately another 10111 kilometers before they are as worn as the tyres of natural rubber after a run of 20111 kilometers. To be on the safe side I would say that the tyres can cover at least another 7000 kilometers before they reach that stage. This is, therefore, an excellent result which we had not as yet expected. In a conference with the plant manager

of the Conti, the latter stated that they are just as safe as those of natural rubber. There is no difference between the 70 and 80 per cent tyres. 80 per cent means that the carcass and the intermediate structure contain approximately 80% natural rubber.

It also was a pleasant surprise to Dr. Abeling, the assistant of Dr. Eckell. He was only afraid that in great heat in summer certain reactions may yet result, however, the representative of the Conti did not share his apprehensions. You will receive a detailed report on the findings after you return from your vacation. I only want to mention, that all the other firms - excepting Dunlop which, however, has difficulties regarding the tyre-surface - are lagging behind the Conti. It is remarkable how Vetsler caught up with the rest. It is true that the tyres had no profile left in the center, after a run of 20-30000 kilometers, but otherwise, they made an excellent impression.

Of the 100 per cent Fulda-tyres one stood the test and covered the entire distance. Two dropped out after 13 and 15000 kilometers; only, because the abrasion of the surface was so great that the canvas penetrated.

Photos will be taken of the excellent results of the Conti and I believe that on the basis of these pictures we shall be able to convince the least sceptics in Berlin and other places.

I wish you and your wife a very nice vacation, especially a merry Easter and remain with best regards

Yours
signed: STRUSS

I hereby certify that the above document is a true copy of the original copy which is in the hand of the Prosecution.

Muenberg, 5 December 1947

signed: Dr. BERNDT
(Dr. Erich Berndt)
Attorney and Notary Public

Virtschafts-Verband der deutschen Kautschuk-Industrie e.V.
(V.d.K.)
(Federation of the German Caoutchouc Industry, registered association)
(British Zone) Telephone: Hannover 28151/54
Telegrams: VAUNKA,
Hannover-Stoecken,
c/o Continental Gummiwerke A.G.
Plant Nordhafen

your reference: your letter:
our reference:

A f f i d a v i t

I, Dr. Hans LOPINSKI, Barsinghausen, Am Bahnhof 14, German citizen, have been cautioned that I render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made voluntarily and without duress to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice, Ruernberg, Germany.

"According to the production data compiled by the National Statistical Bureau, the following are the figures on raw materials used for the manufacture of tyres, rubber shoes and other rubber goods in 1935-1938:

| | 1935 | 1936 | 1937 | 1938 |
|---|---------------|---------------|----------------|----------------|
| | tons | tons | tons | tons |
| Natural- and synthetic rubber including latex (dry substance) balata and gutta sercha, including Perduron and Thiokol as well as well | 64 961 | 67 231 | 83 831 | 96 516 |
| reclaim, including soft rubber filler and hard rubber dust | 19 281 | 26 713 | 36 141 | 36 983 |
| | <u>84 242</u> | <u>93 944</u> | <u>119 972</u> | <u>133 499</u> |
| reclaim % of caoutchouc | 30,5 | 39,7 | 43,6 | 38,3 |

The proportionately high percentage of reclaim is explained by the fact that in the thirties Germany, due to lack of foreign exchange, was obliged to import waste rubber from abroad and to utilize it for reclaim. The foreign exchange expended for waste rubber amounted to only a fraction of the sums required for the purchase of natural rubber.

Place, date: Hannover, 9 January 1948.

signed: Dr. Hans LOPINSKI

No. 26 of the Documentary Register for 1948.

Certification: I hereby certify and attest the above signature of Dr. Hans LOPINSKI, Barsinghausen, Am Bahnhof 14, affixed before me Dr. Friedrich Wilhelm POTZOLD, attorney and notary public of Hannover, on 9 January 1948. He proved his identity by identity card No. A 940879 (with photo)

issued by the police-president of Hannover on 25 June 1942,

Hannover, 8 January 1948
signed: Dr. Friedrich Wilhelm ROTZOLL
Notary Public

Office seal:
Dr. Friedrich Wilhelm Rotsoll
Notary Public in Hannover

Fees:
Value RM 200.-

Tax paragraph 39 EKO RM 2.-
turnover tax RM 0,06

total RM 2,06
signed: Rotsoll, Notary Public

Affidavit.

Buna - Production in multiples of 1000 tons

- I, Dr. Ernst August STRUSS, resident in Frankfurt/Main, 59, Gaertnerweg 59, have been cautioned that I render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made to be submitted as evidence to the Military Tribunal, Case No. VI, at the Palace of Justice, Muenberg, Germany.
- The following figures were compiled from official documents of the I.G. Farbenindustrie Aktiengesellschaft and co. the entire Buna-production of the I.G. from 1935 up to and including 1944.

| | 1935 | 1936 | 1937 | 1938 | 1939 | 1940 | 1941 | 1942 | 1943 | 1944 |
|---|------|------|------|------|-------|------|------|-------|-------|-------|
| Leverkuseu | 0,13 | 0,5 | 0,7 | 0,95 | 1,6 | 2,3 | 2,9 | 3,8 | 4,7 | 3,7 |
| Ludwigshafen | 0,13 | 0,3 | 0,1 | 0,03 | 0,02 | 0,02 | 0,01 | 0,17 | 5,7* | 12,- |
| Schkopau | - | - | 2,7 | 4,8 | 50,8 | 36,3 | 42,7 | 60,1 | 71,1 | 49,- |
| Huels | - | - | - | - | - | 2,3* | 25,- | 36,5 | 34,3 | 38,5 |
| Chemische Werke Huels G.m.b.H., Marl Participation I.G. 74 1/2 | | | | | | | | | | |
| | 0,26 | 0,8 | 3,5 | 5,78 | 22,62 | 40,9 | 70,5 | 100,6 | 122,8 | 103,2 |

*) Commencement of production in Huels
 September 1940 550 tons

**) Commencement of production in Ludwigshafen (June III) February 1943
85 tons

| | 1st quarter of 1942 | in 1000 tons |
|---|---------------------|--------------|
| *) date when quarterly production of 15000 tons was reached in Schkopau | | 13,- |
| | 2nd quarter of 1943 | 15,4 |
| | 3rd quarter of 1942 | 9,8 |

DOCUMENT BOOK IV, TER MEER
TER MEER DOCUMENT No. 184

| **) date when quarterly production of 10 000 tons was reached in | | <u>in 1000 tons</u> |
|---|---------------------|---------------------|
| Huels | 4th quarter of 1942 | 10,7 |

Frankfurt/Main, 30 December 1947

signed: Dr. Ernst Aug. STRUSS

I hereby certify and attest the above signature, affixed before me
on 30 December 1947, to be that of Dr. Ernst August STRUSS, resident
of Frankfurt/Main, 59, Gaertnerweg.

Frankfurt/Main, 30 December 1947

Dr. HERBERT
at present Counsel for the Defense
at the American Military Tribunal
at Guernberg

A f f i d a v i t .

I, Helmut BORGWARDT, resident of Leverkusen-Bayerwerk, 3, Kaiser Wilhelm Allee, German citizen, have been cautioned that I render myself liable to punishment by making a false affidavit.

I declare on oath that my statement is true and was made voluntarily and without coercion in order to be submitted to the Military Tribunal Case VI, at the Palace of Justice, Duornberg, Germany.

In 1919 I entered the Urdingen-plant of the IG-Farbenindustrie Aktiengesellschaft as a commercial clerk and was later on transferred to Frankfurt/Main. In the course of my activity with the I.G. Farbenindustrie Aktiengesellschaft, I was employed in the sales organization and was the manager of various Sales Departments. In 1937 I became a director. As from 1931 I was also head of the Sales Department which was competent for synthetic rubber (Buna) and for rubber by-products. Due to my activities I am well acquainted with the development of the selling-prices for Buna. Furthermore, I was able to gain an insight into the card-index of the Sales Department for Buna and herewith declare that the following selling-prices were charged and that they correspond with the actual prices:

From 1935 onward the selling-price of all kinds of Buna, produced in Ludwigshafen and Leverkusen was RM 5.- per kilogram; from 15 December 1936, after the prices for S, 85 and 115 had been reduced, it was RM 4,50. All other prices remained at RM 5.- until 15 January 1937. From this date onward, the prices were fixed as follows:

DOCUMENT BOOK IV, TFR MESS
TFR MESS DOCUMENT No. 185

| | <u>S</u> | <u>SS</u> | <u>SS</u> | <u>Perbunan</u> |
|------|----------|-----------|-----------|-----------------|
| 1937 | RM 4.— | 4.50 | 4.— | 5.— |
| 1938 | RM 3.— | 4.50 | 3.— | 4.10 |
| 1940 | RM 2.30 | 4.50 | 3.— | 3.70 |
| 1941 | RM 2.30 | 2.30 | 3.— | 3.70 |
| 1942 | RM 2.30 | 2.30 | 2.60 | 3.70 |

Leverkusen, Beyerwerk, 7 January 1948

signed: Helmuth BORGWARDT
(Helmuth Borgwardt)

Certification: I hereby certify and attest the above signature,
affixed before me on 7 January 1948, to be that of
Herr Helmuth BORGWARDT, resident of Leverkusen-
Beyerwerk, Kaiser-Wilhelm-Alice 3.

Leverkusen, Beyerwerk,
7 January 1948

signed: Karl BORNEMANN
(Karl Bornemann)

Counsel for the Defense in Case VI
at the Military Tribunal Nuernberg

The correct and true copy of the above document is
hereby certified,

Nuernberg, 25 January 1948

signed: Karl BORNEMANN
(Karl Bornemann)

Counsel for the Defense with
the Tribunal No. VI

AFFIDAVIT.

Buna - research expenses from 1927 in multiples of 1000 RM

(Laboratory expenses plus special experiments)

1. I, Dr. Ernst August STRUSS, resident of Frankfurt/Main, 59, Geertnerweg, have been cautioned that I render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice, Nuernberg, Germany.
2. The following figures were compiled from official documents of the I.G. Farbenindustrie Aktiengesellschaft and cover the entire expenses for research of the I.G. in the Buna-field from 1927 up to and including 1938:

| 1927 | 130 thousand Reichsmark |
|------|-------------------------|
| 1928 | 2694 " " |
| 1929 | 3345 " " |
| 1930 | 2447 " " |
| 1931 | 695 " " |
| 1932 | 344 " " |
| 1933 | 398 " " |
| 1934 | 945 " " |
| 1935 | 2036 " " |
| 1936 | 2615 " " |
| 1937 | 5614 " " |
| 1938 | 7856 " " |

Frankfurt/Main, 30 December 1947

signed: Dr. Ernst August STRUSS
Dr. Ernst August Struss

I hereby certify and attest the above signature, affixed before
me on 30 December 1947 to be that of Dr. Ernst August STRUSS,
resident of Frankfurt/Main, Gortnerweg 59.

Frankfurt/Main, 30 December 1947

signed: Dr. Ulrich LEHNHART
Counsel for the Defense at the
Military Tribunal VI, Palace
of Justice, Muenberg.

Affidavit

I, Dr. Erich KOPPEL, Leverkusen-Bayerwerk, Koolnar-
strasse 369, a German citizen, have been warned that I
render myself liable to punishment by making a false
statement. I herewith declare on oath that my statement
contains the truth, was made voluntarily and without duress
to be submitted as evidence to the Military Tribunal No. VI
in the Palace of Justice, Wuerzburg, Germany.

As from 1 October 1927 I was employed as analytical
chemist with IG Farben AG, namely ¹⁹²⁹ as Chief of the
rubber laboratory, subsequently the Central-rubber-laboratory
of IG Farben. My activity consisted of scientific research
in the entire field of rubber, in particular synthetic
rubber. In the course of time and within this activity such
work was given priority as it aimed at developing processes
for utilizing the various types of synthetic rubber for all
rubber goods normally manufactured from natural rubber.
In connection with this task the rubber laboratory also
worked on questions of auxiliary agents required in the
manufacture of rubber articles, such as vulcanization accel-
erators, anti-gars, filling agents, softening agents etc. as
well as on subjects of processing technique.

My work was done in close contact with the German
manufacturers of the tyre equipment for vehicles and other
rubber goods.

On account of my leading position in the Leverkusen
rubber laboratory and my constant business contacts with
Messrs. Dr. F. R. H. G. and Dr. S. E. B. O. S., the Chiefs of Bannwerke
Schkopau and Huels and experts at Leverkusen, Ludwigshafen
Ogden, Hoechst, Schkopau and Huels, I am fully informed of
the work done since 1927 by I. G. Farben in the field of
rubber. With regard to events previous to my employment at
Leverkusen, I have acquired knowledge of them by a careful
study of documents. I was Chairman of the IG Scientific
Rubber Commission, Chairman of the IG Commission of the
Technique of Rubber Application.

In my following statements I shall describe the
development

DOCUMENT BOOK IV TER WER
TER WER, DOCUMENT No. 187

of the synthetic rubber Buna, limiting myself to the technique of application, the processing and use of Buna. In this connection I shall discuss the development of Buna automobile tires in detail, because for the manufacture of automobile tires more than 60% of the total rubber consumption is required and because the automobile tire places the highest demands on rubber with regard to the raw material's suitability for processing and the quality of the finished products. I declare that the files and documents referred to in this affidavit are part of the original files of the rubber laboratory, Leverkusen, which I have thoroughly examined. Inasmuch as I am quoting excerpts from such files, I herewith declare that they have been copied literally from the original files.

In 1925, when the management of the I.G. Farbenindustrie, which was founded in 1925, resolved to resume and systematically promote the work in connection with synthetic rubber started two decades ago it was aware that such an enterprise could only succeed if it were based on purely economic principles. Synthetic rubber would only be profitable, if, equal in quality, it could be marketed at a lower price than natural rubber, or if it was so superior in quality as to justify a higher price.

In 1924 the price of natural rubber was still high (48,5 cts per lb, New York). It was therefore assumed that it would be possible to carry out an economically successful production with the Zehlensbuna types (Buna 85, 115, 130), which between 1927 and 1929 were of great interest. In elasticity and firmness, Zehlensbuna is however inferior to natural rubber. On the other hand it has certain advantages for technical rubber goods. In view of the state of development of natural rubber tires at that time, it could also be considered for the production of tires, at least for the tire tread compound. The sharp decrease of natural-rubber prices starting during the following years (1932: 3,4 cts per lb, New York), forced the I.G. to restrict the research in the field of synthetic rubber drastically due to the hopeless economic prospects. However, from 1930 onwards, new Buna types, so-called Buchstaben-Buna (Buna S, Buna N) had been invented in Leverkusen; they were based on a different production method than Zehlensbuna and in specific and important features they

DOCUMENTS BOOK IV TEST 1833
TEST 1833 DOCUMENT No. 167

were considerably superior to Zehlencum and natural rubber. In comparison with Zehlencum, the new types proved to be far more elastic and showed a higher resistance to breaking; compared to natural rubber, a superior resistance to abrasion, an increased stability against aging, and heat was ascertained. Buna S (Porbunan) is oil-resistant; natural rubber is quickly destroyed if it comes into contact with gasoline and lubricating oils. Ich-Buna K (Perbunan) a new elastic material had thus been created, which met an urgent demand of industry, and which in special fields was destined to replace less adequate materials like leather (for packings) metals (for oil and gasoline pipes), natural rubber (clutch and spring elements in machine construction) etc. The superior technical qualities of these types of Buchstaben-Buna, rendered favorable prospects for the economic utilization, even in view of the low price of natural rubber. The laboratories were also continuing to work on the improvement of the types of Zehlencum, which were to compete with the types of Buchstaben-Buna. Therefore it was not until 1937 that a final decision on the Buna takes to be considered for mass production was made.

Compared to natural rubber these high-grade synthetic rubbers, however, showed a completely diverse reaction during the processing. As rubber, as a raw material, can hardly be used for technical purposes, it must first be vulcanized to soft or hard rubber in order to obtain the highest quality. The vulcanization is preceded by a mixing, mulling and manufacturing process, which requires highly plastic, glutinous rubber material which is easy to mould. With natural rubber this stage is reached relatively quickly after a brief mastication in large rolling mills or masticators, without any considerable financial expenditure. The high-grade Buna types on the other hand, are hardly rendered plastic and glutinous by technical treatment. Therefore the processing of Buna required considerably more time, energy and money than the processing of natural rubber. The profitableness achieved through the higher quality of Buna rubber became questionable because of its unsuitability for processing. For the further development and the economic utilization of Buna, this problem of processing was the greatest difficulty to be overcome, which was only gradually

achieved in the years after 1937 through the invention of the so-called thermic decomposition of Buna.

Sector 1926 - 1934 of development.

The prime task during this period was to discover and develop a synthetic type of rubber, which would be technically capable of competing with natural rubber. At first this seemed to be possible on the basis of the so-called Zehlen-Buna, which had reached a saleable stage. As already mentioned above, in view of the continuously dropping price of natural rubber at the beginning of the thirties, the economic utilization of Zehlen-Buna was however doubtful because it lacked superior quality. Therefore the task in connection with the improvement of the so-called mixed polyacrylates, Buna S and Buna N - which showed in laboratory tests that, technically speaking, they possessed the qualities of rubber to a far higher degree than the Zehlen-types of Buna and natural rubber - was pursued with special determination after 1932. With the assistance of a prominent rubber expert of the Du Pont firm, cooperative experiments with Neoprene rubber, a technically very interesting process evolved by the firm of Du Pont, Wilmington, USA, were conducted during this period for the purpose of forming an objective opinion on the quality and profitableness of all kinds of synthetic rubber, conformable to the technical achievements of that time.

According to experience, a laboratory test on the qualities for processing and properties of rubber can only have an informative character. Such experiments must be supplemented by technical tests. As the I.G. as such did not want to take up the manufacture of finished rubber or Buna products, it concluded two agreements with leading German rubber factories in 1929, namely

with the "Continental Gummiwerke A.G., Hannover, (mainly for automobile tires), on 30 October 1929,

21 November / 30 December 1929 with the firm of Erich Clouth, "Deutsche Gummiwarenfabrik A.G., Koeln-Nippes" (mainly for technical rubber products, conveyor-belts, lining of concrete etc.).

Furthermore, experiments on cable insulation were started in conjunction with the firm of Polten & Guilleaume, Carlswort, Koeln-Muelheim. The object of these agreements was, to form an objective opinion on the technical qualities of the new materials and their profitableness from a technical aspect. Although this collaboration with

selected firms of the rubber industry made slow progress only in view of the difficulty in processing the Buna; Buna 85 proved suitable for conveyor belts and lining of apparatus. The prime interest with regard to the development in the application technique and testing of Buna was, however, in the field of automobile tyres, as their manufacture required a rubber material best suitable for processing, and because the finished tyre on the vehicles and on the road was subject to the highest stress. The production method applied in the manufacture of Buna tyres were to satisfy the industry, and if this tyre proved to be superior to the natural-rubber tyre with regard to durability then a reliable basis for economic consideration of production and application of the new Buna materials would have been created. Between 1922 and 1935, the rubber laboratory Leverkusen therefore conducted a series of large-scale tyre tests on the highways and the race track of the Niernburg-ring, which subjected the tyres to the most severe wear and tear; this was carried out in collaboration with the tyre factory Peters Union, chiefly the Continental Gummiwerke A.G., Hannover, and later also with other German tyre factories. Special test vehicles were procured for this purpose.

As generally known, an automobile tyre consists chiefly of two typical compound elements, the body of rubberized layers of fabric - the so-called carcass, and the outer profiled tread, the part which wears away through contact with the road and which should have a strong resistance to abrasion. Both elements, in relation to the whole tyre, contain approximately equal parts of rubber. During the development period between 1922 and 1935, tyres made entirely of Buna, but in particular tyres, the tread of which consisted of Buna with the fabric support made of natural rubber, were tested. Laboratory tests had shown that the new types of Buna had a higher resistance to wear and tear than natural rubber. The tests were therefore concentrated on the manufacture of a Buna tread with highest resistance to wear and tear. The German tyre industry as such endeavored to produce a tread of natural rubber with the best resistance to abrasion and was able to achieve considerable success in this respect. The result of about 25 driving tests which were conducted in broad test series on the

road and the Nuerburgring and which involved considerable expenditure, was, that Zahn-Buna showed no better results than the best natural-rubber treads obtainable and that therefore it had to be eliminated from the large scope of tire equipment, but that treads of Buchstaben-Buna, Buna S, Buna H (Perbuna) had a durability far superior to that of the natural-rubber tread. Under comparable conditions a natural-rubber tread, for instance, was able to travel 20 to 25 000 kilometers, a Buna-S or Buna-H tread 40 to 45 000 kilometers. This result was also obtained with natural-rubber tires of top foreign produce. Conferences are held with the Vorstand of the Kontinental Gummwerke. However, regarding the economic effects of these tests, it was ascertained, that the costs of a tire (at an assumed price of 1.1.- for 1 kilogram of natural rubber and for Buna III 7.- per kilogram) for a tire, the tread of which consists of Buna is more expensive by about 20%. If the problem of suitability of Buna for processing could be solved satisfactorily, a wide field of application for Buna S on a solid economic basis would be opened for tires with Buna treads (the same applies to the abrasion resistant conveyor belt and the Buna rubber sole).

The tire tests carried on with such successful results up to 1934 were so encouraging, that in 1934 in the presence of a Buna specialist of the I.G. Buna-tire tests with the American firm of General Tire and Rubber Co., Akron (Ohio), which produced a quality tire, were commenced, as we hoped to obtain a quicker solution to the problem of the Buna tire from the highly developed and progressive American Tire industry. Although General Tire recognized the final quality of the non Buna materials, the tests failed for the time being because the Buna types were still not very suitable for processing.

In the endeavour to use the new materials with the new technical qualities only where their use was justified in spite of natural rubber and also where an economic success could be expected, a new engineering office was established within the rubber laboratory in Leverkusen and named "Technical Rubber Utilization" (Technische Kautschuk Verwertung), which, apart from more technical questions of the rubber industry in contact with the machine industry, the machine

motor- and other industries, had to investigate new possibilities for the application of rubber as a factor in engineering, so as to secure for the new materials with their new technical qualities a technically and economically secure position.

Development from 1934 until 1939.

The work performed during this period is characterized by the intervention of state authorities. As a result of the autobahn construction which had been started in order to provide possibilities of employment, and the general tendency towards the expansion of motorized traffic, ever increasing requirements of rubber had to be expected year by year. The existing shortage of foreign exchange clearly pointed in the direction of a self-sufficient system to cover Germany's requirements of rubber and consequently the realization of the rubber synthesis on a large scale. Not despite all measures taken by the authorities the I.G. Farbenindustrie continued to be guided by purely economic considerations, commencing with the construction of the experimental plant for Buna in Schkopau only in 1936 (200 tons per month) and only when the results from the experimental plant were available it approved the erection of the large plant in Schkopau (2000 tons per month). The thematic reduction of Buna, developed in 1937/1938 by the rubber laboratory in collaboration with the Continental Gummiwerke of Hannover, resulted in a satisfactory solution of the processing problem. In view of the increasing demands for rubber it seemed justifiable in 1938 to erect the second large plant in Buna (2000 tons per month).

I want to describe shortly the essential stages in this development. A conference establishing certain principles took place in Leverkusen on 24 July 1934 between the newly appointed Reich Plenipotentiary for rubber, Herr G. RAMMELSPAHN, and representatives of the I.G., at which the I.G. explained, that only after clarifying the technical questions could one think of building a larger plant. The following is a literal excerpt from the records of this conference:

In view of the present situation being most precarious, RAMMELSPAHN regrets that one has still to reckon with such a long period and stresses the urgency of the whole matter. The rubber stocks available would be used up very soon. There is practically no scrap material at all..... nor is there sufficient reclaimed rubber available as yet; the foreign exchange balance of the Reichsbank is so low, that one cannot hope for the purchase of larger quantities of natural rubber. The delivery of new cars by

the automobile factories is being interrupted owing to the absence of the necessary material for tyres.

.....
The earliest possible introduction of synthetic rubber for the manufacture of tyres is an urgent requirement and should be pressed forward with all possible means. In view of the resistance which Conti (Continental Gummiwerke) have been putting up and the difficulties arising there in the processing of synthetic rubber, HAMMERSFAHR requests that other firms, too, be supplied with material for experiments, above all Phoenix, Harburg, Deka in Berlin, and Metzeler in Munich.

.....
HAMMERSFAHR requests the I.G. to take the necessary steps for terminating the contract (with the Continental).

A passage of a report about a visit to the Reich Plenipotentiary for Rubber, Herr E. HAMMERSFAHR, in Berlin on 4 October 1934 reads as follows:

HAMMERSFAHR considers the situation to be so critical, that a catastrophe is likely to ensue, if the I.G. cannot make up its mind soon to erect a plant with an initial production of 1000 tons per month. The erection of a plant must not be made dependent on the financial question, the Reich would give its support; one would definitely have to count on the foreign exchange calamity lasting quite some time (in Dr. SCHACHT's opinion 3 to 5 years).

In May 1935 the Reichsbahnzentrale (Head Office of the Reichsbahn) - at the instigation of W. KEPPLER, the Plenipotentiary for Economic Questions, - took the initiative and ordered the use of synthetic rubber and reclaimed rubber in the manufacture of rubber goods for the Deutsche Reichsbahn. On 3 May 1935 the Control Agency for Goutchouc and Asbestos made the employment of synthetic rubber for conveyor belts compulsory. Due to this measure the group of manufacturers using Buna was all at once considerably enlarged. At a conference in Berlin on 20 February 1935 - KEPPLER and HAMMERSFAHR were presiding and representatives of the Army Ordnance Office and the rubber industry were also present - the I.G. was told the following:

The Wehrmacht intended to carry into effect its program, independently of the development for which KEPPLER and HAMMERSFAHR for instance, are paving the way.

The urgent demand of the Reich agencies are in sharp contrast to the hesitating and cautious attitude of the I.G. In the same record we find: (KEPPLER)

The economic situation and the Fuehrer's impatience made it impossible to wait any longer. KEPPLER asks the I.G. whether it would not be possible to prepare the plans for the rubber factory immediately without awaiting the results of the experiments with the 50 ton Butadiene furnace. STRUSS is unable to make any binding promises in connection with this proposition.

On 2 August 1935 the Reich Plenipotentiary for Rubber makes the suggestion:

to establish under my direction a working association of selected rubber factories for the purpose of promoting the use of synthetic rubber for various articles and of exchanging processing experience.....

Your firm is also requested to appoint an expert to work together with this association. The conferences will take place in Berlin or in a factory, at a time fixed by me.

The direction of this Buna-Committee was later transferred to the Office for German Raw Material and Raw Products, whereas the Control Agency for Buna concerned itself with the distribution of the Buna production of the I.G. and governed the use of synthetic rubber in the different lines of the rubber industry by giving the necessary processing instructions. During the time which followed this we had no influence on the decisions made by these agencies, except occasionally when we were asked for advice which happened only rarely and was not decisive.

In spring 1935 Dr. ter Meer took over the management of the entire Buna sector.

Despite all demands and requests made by the State Authorities, the I.G. stuck to its course and continued to endeavor developing Buna in accordance with economic principles. A passage in the record of a session which took place in Leverkusen on 13 December 1935 reads:

ter Meer gives as an example Dr. POST's way of action - by which the rubber factories are by-passed and the consumers are contacted directly - and suggests approaching the Gasolin-Gesellschaft with a view to introducing gasoline tubes made of Buna B for use at the gasoline stations. Thus some experimental material would be furnished within a short time. In the same way the synthetic products such as oil and heat resisting pads for the padding of motors etc. should be offered to the engineering companies. Furthermore effective propaganda could be made for our synthetic products by suitable references in technical periodicals and by discourses at exhibitions.

Thus the I.G. endeavored incessantly not to let the reins slip out of its hands - despite all the measures taken by the authorities - when it introduced the synthetic rubber to the German industry. As the installations existing in Leverkusen for the testing and processing of the synthetic rubber did no longer meet the ever increasing requirements, the erection of a huge control laboratory for rubber was planned as early as 1935. In January 1937 Dr. TER MEER gave

orders for it to be built immediately, as the planned erection of the first giant plant for Buna in Schkopau was about to be realized. The central rubber laboratory in Leverkusen started its activities in 1939. Not only the installations for the testing of rubber products were ^{considerably} enlarged there but even a modern processing installation for rubber including a department for the developing of tyres was set up, in order to obtain an opinion regarding the processing and the quality of the new materials which was independent from the rubber industry. The new institute was able, in the course of time, to make important contributions to developments, especially in respect to the processing of Buna and with regard to Buna tyres.

Since the Government had taken to exercising a dictatorial influence on the development and the expansion of the Buna production it was obvious, that it would try by every means to press forward the production of Buna tyres. To the specialist developing the practical application who so far had had to bear the main burden of experiments in this field full of difficulties and responsibilities, an energetic support from the authorities could only be welcomed, if it would permit the extension of experiments which in turn would lead to perfect results being obtained in connection with extensive production series of various tyre factories.

In the extensive tyre tests which were initiated in 1937 by the Office for German Sew Material and Raw Products, (subsequently Reich Office for Economic Development) and the Army Ordnance Office, Buna S was gradually introduced. At first tyres were manufactured which had only Buna treads and then endeavors were made more and more to eliminate the natural rubber contained in the lining layers of the tyre. The good results obtained in the testing of the moderately strained passenger car tyres was utilized in the tests of truck tyres which had to meet higher demands. At every opportunity we pointed out to the authorities and to the tyre factories how necessary it was that such Buna tyres should not only have service qualities as good or even superior to those of tyres made from natural rubber, but that these tyres should also be satisfactory as regards the time required to make them and the flawlessness in

production, (avoiding the production of waste tyres). We were always anxious that our new material should be used for purposes which were economically justifiable. As serviceable tyres could be manufactured without difficulty also by the tyre industry only with highly abrasion resisting Buna treads, it was subsequently tried gradually to increase the Buna content of the whole tyre up to 100% and greater importance was attached to the so-called endurance limit of the whole tyre at which no loosening of treads and tearing of the lining should occur.

All the firms of the German tyre industry were asked to cooperate in the tyre tests. The I.G. itself in its department for tyre tests in Leverkusen carried on developing work using tyres with a high Buna content and also 100% Buna tyres of increasing sizes. The manufacturing costs and test results for these ensured the possibility of an efficient utilization of Buna. The Army Ordnance Office and the Reich Office for Economic Development have assembled teams of passenger cars and trucks specifically for testing purposes and have tried out the test tyres, made by us and the tyre industry, on the Autobahn and on all kinds of highways, under unfavorable conditions and in competition with tyres made of natural rubber. At the same time commercial vehicle pools (buses and trucks) belonging to the Reichsbahn, the Reichspost and the Berliner Verkehrsgesellschaft were engaged, which tried out the Buna tyres of various dimensions and under normal service conditions. In these tests the industry was supported by our laboratory with all the experience available. We tried again and again - in accordance with our principles adopted during the development - to train the industry in such a way as to ensure quality and efficient manufacture. If one remembered that the tyres made from natural rubber represent the product of a development during decades, if one considers further that high quality Buna was a difficult material as regards manufacture, the processing of which could only be perfected in the course of these tyre tests, then one could not expect the tyre industry to be in a position to produce Buna tyres within a short time with superior service qualities, and under profitable conditions straight from the beginning. The test results, however, were such as to absolutely justify our forecast that the utilization of Buna for motor car tyres would be promising from the economic point of view, provided that the possibilities for the further development remained unhampered. (As for details I would refer to my summarising

report dated 20 May 1940 "The employment of the synthetic rubber Buna in the manufacture of tyres for motor cars").

After the first attempt carried out by General Tire, Akron (Ohio) to manufacture tyres in the U.S.A. had failed in 1934 because of the processing difficulties experienced in connection with Buna, we now felt more confident to embark on a new Buna tyre test in U.S.A. Thanks to the now favorable results obtained in the meantime in the processing of Buna and in the tyre tests. Intensive experiments with Buna tyres were carried out in the summer of 1939 as a result of the agreements made with the Standard Oil Co. and the large tyre factories in the U.S.A. For this purpose the German tyre specialist, Dr. KOCH, was sent to the U.S.A. in order to instruct the firms of Goodyear, Goodyear, U.S. Rubber, Firestone and General Tire in detail as to the thermal reduction and the processing of Buna S for the manufacture of tyres. At the same time corresponding tests were performed in Germany with tyres made by us of 100% Buna S and - for comparison - with first class products made at home and abroad of natural rubber (Continental Germany, Goodyear Silvertown USA, Goodyear USA, US Rubber Royal de Lux USA, US Rubber Royal Master USA, Michelin Confort, France). The tyres were thoroughly inspected and compared with each other as regards their efficiency on the test stand and after a test ride on the highway and the race track Huerburgring. As compared with the tyres of genuine rubber the 100% Buna S tyre showed a superior abrasion resistance of the tread and the longer service-abilities. The outbreak of war prevented the experiments in USA from being carried out completely. From what we know of the service tests made in the USA, one can call them successful. I do not doubt, that the experience made available to the American tyre factories by the I.G., which was gathered in Germany by tedious work during many years has to a great extent been responsible for making it easier for the USA after Pearl Harbor to decide to build up the system of self-sufficiency as regards synthetic rubber more or less on the basis of the Buna S, created by us.

As I worked for many years with Dr. TER MEER who was particularly interested in the working up of Buna for the manufacture

of finished products, I am absolutely familiar with his intentions and aims. He was of the opinion that the research on Buna and plastics would for many years of peace constitute the main work of the I.G., and serve the further development of our material culture, he tried to develop this work on the principles of an economically sound autarky. This is also proved by the constant suggestions he made to me and my colleagues. At his request the Leverkusen rubber laboratory for instance carried out exact computations and studies of the market situation based on the stages of our experience, in order to find out, whether the consumers could be expected to pay for the finished products the difference in price arising from the higher cost of Buna. He promoted in particular the employment of Buna in the technical sector, where new fields of application were opened to Buna S thanks to its higher resistance to aging, heat and chemicals and to Buna N thanks to its oil resistance, all instances where the natural rubber failed. Despite the negative attitude of the Reich authorities he steadfastly stuck to his plan to realize the Buna production even outside Germany. It was a heavy blow to him when the outbreak of war destroyed these hopes.

Leverkusen, 8 January 1948

signed: Dr. Erich KOSBAU

Certification: I hereby certify and attest the above signature, affixed before me on 8 January 1948 to be that of Dr. Erich KOSBAU, resident in Leverkusen-Beyerswerk, Koolnstr. 359.

Leverkusen, 8 January 1948

signed: Karl BORTMANN
Council for the Defense in
Case VI of the Military Tribunal
in Nurnberg.

Affidavit.

I, Dr. Erich KOWAL, Leverkusen-Bayerwerk, Koelnstrasse 359, a German citizen, have been warned that I render myself liable to punishment by making a false statement. I herewith declare on oath that my statement contains the truth, was made voluntarily and without duress to be submitted as evidence to the military Tribunal No. VI in the Palace of Justice, Nuremberg, Germany.

As from 1 October 1927 I was employed as analytical chemist with IG Farben A.G. mainly from 1929 as Chief of the Rubber Laboratory, subsequently the Central-rubber-laboratory of IG Farben. My activity consisted of the scientific research in the entire field of rubber, in particular synthetic rubber. In the course of this and within this activity such work was given priority as aimed at developing processes for utilizing various types of synthetic rubber for all rubber goods - really manufactured from natural rubber. In connection with this the rubber laboratory also worked on questions of auxiliary agents required in the manufacture of rubber articles, such as vulcanization accelerators, antioxidants, filling agents, softening agents etc. as well as on subjects of processing techniques.

My work was done in close contact with the German manufacturers of the tire equipment for vehicles and other rubber goods.

On account of my leading position in the Leverkusen rubber laboratory and my constant business contacts with Messrs Dr. Carl BASS and Dr. Carl GOS, the Chiefs of Leverkusen Schöppau and Huls and experts at Leverkusen, Ludwigshafen, Oppau, Hoechst, Schöppau and Huls, I am fully informed of the work done since 1927 by IG Farben in the field of rubber. With regard to events previous to my employment at Leverkusen, I have acquired knowledge of them by careful study of documents. I was Chairman of the IG Scientific Rubber Commission, Chairman of the IG Commission of the Technique of Rubber Application.

and of the German Rubber Association, Scientific Union of Rubber Chemists and Engineers, a registered society.

Natural rubber and synthetic rubber as such can hardly be utilized in manufacture. They fall short of requirements in hardness, heat- and cold-resistance, elasticity. To obtain best quality they have to be vulcanized to soft or hard rubber first. For the purpose of vulcanization, crude rubber has to be mixed with vulcanizing agents such as sulphur, vulcanization accelerators, antic-ox, fillings, etc. etc. To make an even distribution of supplementary agents possible, the raw material must, for this purpose, be given plastic form. High plasticity of the completed mixture is also required in order to mould a variety of articles and manufacture them prior to vulcanization. The mixture of rubber, in order to be fit for fabrication, requires a fair amount of adhesiveness and moulding-capacity. The processing capacity of crude rubber is therefore of equal importance to the excellence and economy of rubber manufacture, as the quality of the crude rubber.

The synthetic types of rubber, Zelenona, Buna S, Fer-bunan (Buna N), are different from natural rubber in their processing-capacity, and that in an adverse sense. Where a mixture of natural rubber can be finished within half an hour on large rollers or mills (century-mixer), the desired technical effect could not be obtained with same-mix after hours of rolling and churning, even if a considerably smaller quantity was used. The same mixtures were decidedly less plastic, less suitable for moulding, and less tacky. The German rubber-factories detected in the early thirties that, with complete replacement of natural rubber by buna, their capacity for mixing and fabrication would have to be increased 2-10 fold. For the installation of new manufacturing machinery this would necessitate an expenditure of over 10 million marks. An attempt was made by an enterprising American tire-factory (General Tire Co) to surpass the German tire-works failed on account of the poor fabrication-capacity of the buna raw-material.

though the quality of buna vulcanizate was duly acknowledged.
(Dr. STROCKMANN's visit to the USA in 1934.)

It was not till 1936 that observation proved the greater plasticity and fabrication capacity of buna under the influence of heat in the presence of atmospheric oxygen. This process, called thermal decomposition, i.e. (-deutsches saich) patents 709 656 and 711 556 of March 1937 was systematically developed in 1937 and 1938. Some time passed, however, until the process was accepted for large-scale manufacture and until the rubber-industry became really familiar with it. Not until then was it possible to process buna in large rubber factories on the usual mixing-machines, but rollers and 1 r/c churns, mangle-mixer, in satisfactory sizes with not too great a loss of time. Even in 1940 the industry still maintained that buna still required a mixing and fabrication-capacity 2 or 3 times as great as that of natural rubber. Not until the end of the war had newly acquired experience led to a fabrication-capacity of 1 to 1,5 in comparison with natural rubber.

Leverkusen, 6 January 1940

of Dr. Erich OLLMANN

Attestation: I certify and attest herewith that the above signature is that of Dr. Erich OLLMANN, living at Leverkusen-Weyerwerk, Koolpstr. 359 and that it has been affixed before me on this 6 January 1940.

Leverkusen, 6 January 1940

signed Carl OSTERMANN
Counsel for the defendant
in Case VI of the Military Tribunal
at Nurnberg.

A f f i d a v i t .

I, Kurt LANGE, Swabian, Court Prisoner, of German nationality, have been cautioned that, by making a false affidavit, I render myself liable to punishment.

I declare under oath that my statement conforms to the truth and was made voluntarily and without any duress, in order to be submitted as evidence to the Military Tribunal No. VI, Palace of Justice, Swabian, Germany.

In about November 1936, the then Chief of Office, Oberstleutnant LJEH, appointed me to the Office for German Raw Products and Raw Materials in order that I should take over the newly established Finance Department for financing the economic plans of the Four Year Plan. The Office for German Raw Products and Raw Materials was under the control of the Plenipotentiary for the Four Year Plan. My main task was to carry out the financing of the economic plans by the methods of private enterprise either by applying credit or by way of the capital market in cooperation with the Ministry of Economy and the Reichsbank.

Thus, about the beginning of 1937, I also became occupied with the contract and financing negotiations concerning the Buna plant which was to be built by the IG Farbenindustrie at Schkopau, the erection of which had already been approved. I can state from memory that the negotiations were very difficult because there were major differences of opinion on the method of financing, between the IG and the representatives of the Reich participating in it. As I remember, the IG was not allowed to raise the capital by placing an issue on the money market, probably mainly on account of a refusal by Dr. SCH.OLF. In the course of these negotiations, the capital for the loan to be

granted by the Reich was made available by the Reich Minister of Finance by the creation of an import duty on natural caoutchouc. During the negotiations - according to my memory - the claim for participation among other things, was raised on the part of the Reich. The representatives of the IG Farbenindustrie, especially Dr. von K&O, strongly objected to this claim. I had the impression that everything was done on the part of the IG Farbenindustrie in order to prevent their position as a private enterprise being endangered by a partnership with the Reich.

At the negotiations which took place under my chairmanship, military points of view have never been discussed. As far as the purpose of the plant was discussed at all, only the problem of the shortage of foreign currency and the employment program were decisive. The establishment of such plants appeared to be urgent in view of the well-known militarization which the Government strongly announced, e.g., by the Volkswagen factory.

Munich, 17 December 1947

signed Kurt LANGE

I hereby certify and attest the above signature of Kurt LANGE, at present at Munich, Court Prison, which was affixed before me in Munich, on 17 December 1947.

Munich, 17 December 1947

signed CARLANN
Counsel for the Defense
in Case VI of the Military Tribunal
Munich

Dr. jur. Ernst Hellmut VITS
Chairman of the Vorstand (board of directors)
of the Vereinigten Glanzstoff-Fabriken AG

Suppartal-Elberfeld
Telephone 30511

A f f i d a v i t .

I, Dr. jur. Ernst Hellmut VITS, residing at Suppartal-Elberfeld, Chairman of the Vorstand of Vereinigte Glanzstoff-Fabriken AG, German national, have been warned that I render myself liable to punishment by giving a false affidavit.

I state on oath that my statement is true and was made voluntarily and without duress, in order to be submitted as evidence to the military tribunal VI at the Palace of Justice in Nuernberg, Germany.

In my capacity as member of the Vorstand of the Deutsche Revisions- und Treuhand AG (German Auditing and Trusteeship, incorporated company) I was invited to attend the negotiations conducted by the Reich authorities with the IG concerning the construction of the Kunaplatz Schkopau. The Deutsche Revisions- und Treuhand AG was invited to attend principally as experts in business economy in order to assist in formulating questions of business economy with respect to price guarantees, the establishment of prime costs, fixing of prices in view of the Verluhmirtschaft (deserve system) in the IG etc.. On the occasion of these negotiations I got to know Dr. Carl ROTH who, as far as I gathered, was in charge of this matter for the Vorstand of IG.

In these negotiations which lasted a very long time because it was extremely difficult to reach an agreement, I had the impression that Dr. von Weizsäcker wanted to keep strictly to the principle of private economy. He even wanted to prevent any participation of the Reich in the company about to be founded. If I remember correctly, the Reich credit granted for Schkopau was taken up by IG only because, at that time, the money market was closed for increase of capital stock or for the loan on behalf of private industry.

The Reich Ministry of Economy, the Office for German Raw Products and Raw Materials and the Reich Ministry of Finance were most influential among the Reich authorities conducting the negotiations.

Since I was present at most of these negotiations, I am able to confirm that the agreement had nothing to do with armament or similar matters. I do not think that any connection of the new plant with armament economy was ever mentioned at all. Anyway, as far as I am concerned, I always supposed that the Buna-plant was to be set up to save foreign exchange, which was imperative.

Finally I am able to confirm that I had the impression that there was a certain tension between the Reich authorities and Dr. von Weizsäcker because Dr. von Weizsäcker could not be dissuaded from his ideas.

Ruppertal-Elberfeld, 31 December 1947

signed Dr. Ernst Ballaut VITS

No. 1 of the Document Register for 1948

I hereby certify the above signature of Dr. jur. Ernst Ballaut VITS, general director, residing at Ruppertal-Elberfeld, personally known to me.
Ruppertal-Elberfeld, 2 January 1948

The Notary signed SCHERP
LS Karl Eugen Scherf, Notary at Ruppertal

A f f i d a v i t .

I, Mr. Ernst August STAUSS, residing at Frankfurt a.M.,
Giertnerweg, 59, German national, hereby state on oath, without
duress and voluntarily, after being warned that I render myself
liable to punishment by giving a false affidavit and that the
following letter is to be submitted as evidence to the Military
Tribunal at Aachen:

"Dr. Str./Ku.

15 November 1938

To:

Commissioner for Economic Questions
Dipl. Ing. F. KEPPLER
Reich Chancery
Berlin, 7, 3

Wilhelmstrasse 7

Dear Herr KEPPLER,

I acknowledge with thanks receipt of your
letter dated 12 inst. and the attached letter of the Reich Minister
of Finance. The drawing up of the agreement can be begun
as soon as the Reich Minister of Economy confirms the Reich
guarantee for the sum in question. Mr. von REES is on his
way back to Germany; he will see Mr. ... again early next week
and will then take personal care of the matter.

Meanwhile all our current work has been progressing most
speedily. Dr. G. ...

who is known to you - was entrusted with the planning and management of the projected plant, and he informed us a few days ago that the preparations for Piasteritz had been finished so that building may be started at any time.

The situation at Piasteritz has, however, quite definitely changed since the end of 1984 when we first contacted Piasteritz as a building site. Whilst, at that time, the procurement of the required power, of billets and manpower caused no difficulties and the construction of a new plant was welcomed as an increase of the productive capacity, changes have meanwhile taken place in this respect. Piasteritz is today working at full capacity, so that procurement of power will be difficult, particularly for the new scotchhouse plant which is to be enlarged later. The area offered a year ago - within the plant - was no longer available, and we had to look for an area outside the plant, about 1,5 km to the east, where space is limited between ^{the} railway and the highway. Furthermore, the area is not far from Glindehof.

All these reasons led us to search for another site which would be more favorable for a future expansion of the projected plant. We believe that we

have found a suitable tract of land, 9 km North of Launs near
Doellnitz, and our executives are also drawing up the plans for this
site. The implementation of the scheme should not, to my mind,
be delayed thereby, and the preparations for P,osteritz have in
any case been completed - as I have just mentioned - so that we
can revert to it at any time.

The new Butadiene furnace has already completed its first
production period; it has proved entirely satisfactory and will
supply at least 50 tons monthly.

We definitely share your hope that a further improvement
of the quality will be possible. The rubber industry will also
have to make further progress in the processing of the product
where you very successfully co-operate through our rubber
research plant at Leverkusen.

The purchases of the processing industry, which amounted to
about 5 tons monthly at the beginning of this year, has
gradually increased to about 15 tons during these last months.
To ourselves process about 6 tons, so that as much as 20 tons
of synthetic caoutchouc are now ready for consumption each month.
We now have to see to it that the processing is increased to
50 tons monthly, as soon as possible; it will then not be too
difficult, after the plant in Central Germany has started to
operate, to achieve a further increase to 200-250 tons per month.

EXHIBIT COPY IV T-4 1944
T-4 1944 EXHIBIT No. 141

As to the sale of the considerable quantities becoming available
we can rely
during the next few months, I suppose/as before on your support
and that of the other authorities.

As to your last question, we have to say that no waste has
become available in the production of synthetic camphor.

Hil Hitler,
signed STUSS."

The above letter has been quoted from the files of the T-4 offices
of IG Farben and correctly reproduces the contents of the
original letter.

Frankfurt a.M., 21 January 1944

signed Mr. Ernst St. U.S.
(Mr. Ernst August Struss)

I hereby certify and attest that the above signature of Mr.
Ernst August STUSS, residing at Frankfurt a.M., Gartenweg 59,
recognized by me, was affixed before me here, on 21 January
1944.

Frankfurt a.M., 21 January 1944

signed Wilhelm St. U.S.
(Wilhelm St. U.S.)
(Counsel for the defense in Case VI
before the Military Tribunal at Frankfurt)

..... 4 February 1955

To:
Commissioner for Economic Questions
Eipl. Div. of the
Berlin 10
Wilhelmstrasse 70

Dear Herr Straßmann,

With reference to my letter of 21 January, I am enclosing a draft (numbered 4.2.55) for an agreement to be concluded between the Union Ministry of Economy and my firm concerning the establishment of a plant for the manufacture of 200 tons of synthetic naphthalene monthly.

The draft is based on the basis of various discussions, and particularly in accordance with your letter of 11 November and attached letter of the Union Minister of Finance dated 11 November 1954.

In a recent visit to the Ministry of War and the Army Ordnance Office, the location will be developed in a neutral area will be developed which, in addition to accommodating the production plant, is also to serve other purposes. This however does not imply any additional obligation for the production plant, since we ourselves bear the full purchase costs of the expenses for the general equipment of the plant. To reference accordingly that the plant is valued by the Government at only the total manufacturing plants to the value of about 7 million Reichsmark and further to the cost of auxiliary plants required for the operation of the production plant, to the value of about 1 million Reichsmark.

As to the period allowed for their write-off, I should like to stress once more that no special conditions apply to the only procedure technically available today, i.e. according to the four-phase procedure. I realize however that this procedure will not be the procedure adopted in the future.

Legal Department Leuna Werke, 13 February 1936 D./G

M e m o r a n d u m

regarding the discussion in Geheimrat KUEGLER's office in the Reich Ministry of Economy, on Tuesday 11 February 1936, (Schloppau project).

Present: Geheimrat KUEGLER
Dr. HORNHAUSE,
Dr. TIRNBERG,
Dr. AMBRUS
the undersigned (handwritten: von IRRH-
ROTHELLEBER).

Following the conference of the 8th Inst. on the application of the lend procurement law, a discussion on the technical and economic problems of the BS (Buna Synthesis) project was requested. Connected with this was also the contract question and especially the securing of the bond indemnity. (Letter Reich Minister of Finance von KROSIK to KUEPLER, dated 11 November 1935).

Dr. TIRNBERG described in detail the progress of Buna research in I.G. since the war, and then dealt in particular with the influences exercised by government department, such as Reich Chancellery and Army Ordnance Office. For technical reasons I.G. had to refuse to erect a plant prior to September 1935, but when the matter was discussed after the Saarnberg Party Rally they agreed to build a plant in Central Germany, with a monthly output of 200 tons.

(page 1 of original cont'd)

Dr. ESR MEER then touched on the Pieteritz project and furthermore talked about the outlook for Dupren; he discussed the position with regard to patents and the possibility of replacing ^{the} present 4-stage process by a cheaper 2-stage process within a few years.

This was followed by a detailed discussion of the sales possibilities, especially with reference to the report W.Prw 6 (ordnance Testing Department,) VII, dated 30 November 1935, and the possibility of the development of private enterprises.

(page 2 of original)

The basic clauses of the contract were worked out according to these technical explanations and the described insecure sales development. The necessity for a short term amortization, and bond of indemnity was emphasized.

Gehelinet MUEGLER was surprised about the favorable prospects for Buna products, which he had not expected.

He had misgivings about the introduction of compulsory sales, however the question was shelved as being not yet under debate.

Both gentlemen declared to refrain from further protests against the application of the land procurement law.

Dr. HOFFMANN refers once more to the size of the site demanded. It was pointed out to him in great detail that this land purchase served not only the Buna building project with its various expansion products, but that it was intended to introduce there perhaps additional new products, such as soap, because the other Central German I.G. plants were already fully utilized.

Then Dr. MEYER notified K. P. L. E. by phone of the result of the negotiations, and emphasized that the delay of 8 days (return of Regierungsrat QUACKER) would not yet affect the building deadline, in view of the surveying work now in process.

MEYER warned against consulting other ministerial departments, as this might cause new delays.

signed: IRENE-ROTHFELSCH
(Irene-Rothfelsch)

I certify that the above document is a true and correct copy of the original, which is in the hands of the Prosecution.

Munich, 3 January 1948

signed: Dr. G. H. TIERCKE

Assistant Defense Counsel at the
American Military Tribunal, No. VI

Vermittlungsstelle W (Procurement Agency W)
Section II

5 June 1936
Dr. v.B./Pf.

Memorandum

on the discussion on 4 June 1936 in the Reich Ministry of Economy.

| | |
|--|--|
| Present: Geheimrat Dr. Kuogler, | Chief of the Chemistry Bureau in the Reich Ministry of Economy, |
| Dr. Luedcke | deputy for Dr. Puppe, |
| Dr. Nachtigaller | Control Office for Synthetic Chemistry referent of |
| Dr. Hoffmann | Geheimrat Dr. Kuogler |
| Ministerial Councillor Berna von Maske, | referent for natural caout- chouc in the Reich Ministry of Economy |
| Dr. Struss | |
| Dr. Albers | |
| Dr. v. Bruening | |
| Dr. Willse | Consultant to Ministerial Councillor v. Maske. |

The object of the discussion was to inform the persons present of the latest developments in synthetic caoutchouc production.

.....
(second paragraph on page 2 of the original)

Difficulties encountered in processing synthetic caoutchouc were described in detail on the occasion of a recent visit at Conti. Today the problem of car tyre and tube manufacture may be regarded as solved from the technical point of view. The existing equipment being of little use or proficiency, a large-scale conversion to synthetic caoutchouc would require large investments by the processing industry. To enable us to judge for ourselves in this respect too, it is planned to start the manufacture of tyres on a small, experimental scale in Leverkusen.

(second paragraph on page 2 of the original)

Gebietrat KUEGLER views the development of synthetic caoutchouc principally from the economic angle, and is of the opinion, that we must restrain those circles which propose to ignore entirely considerations of price calculations and bad investments. To enable him in this instance to guarantee a regulation in the sense of a sound economic development, Gebietrat Dr. KUEGLER wishes to be kept informed as regularly as possible, and to be notified of all major changes.

signature on page 4 of the original:
KUEGLER

I certify that the above document is a true and faithful copy of the original which is in the hands of the Prosecution.

Muenberg, 3 January 1948,

signed:

Dr. O. E. TUSOCK
Assistant Defense Counsel
at the Military Tribunal
No. VI

Minister President General Goering
Raw Material and Foreign Currency Staff

Berlin, 10 July 1936
Behrenstr. 68-70
Telephone: A 2 0048

Journal No. 2095/36/III
Through Procurement Agency W Berlin
to IG Farbenindustrie A.G., Ton-Buero,

Frankfurt/Main

Subject: Synthetic Caoutchouc.

Following the discussion which took place with my staff on 15 June, another conference was held today with your representatives, regarding the expansion of the Schkopau project to a production of 1000 tons of synthetic caoutchouc per month.

It was decided to expand the Schkopau plant sufficiently for it to produce 1000 tons per month, and to adapt it to the 4-stage process.

Will you please arrange for the contract details to be settled with Herr ESPELER or his deputy. I further confirm that the construction of the power station, which of all the installations will take longest to complete, should be begun right away, regardless of the conclusion of individual contracts. Furthermore, would you please - in view of a possible

further increase of the synthetic caoutchouc production from 1,000 to 2,000 tons per month, to increase in an additional plant at once.

In the discussion of 1. July it was decided to make a rough estimate of investments necessary for the expansion and of the total cost of caoutchouc, with a view to a further enlargement of the plant. Furthermore, it was decided to consider locations on the Elbe, on the Saale and the other 30 km. below Magdeburg, as well as a third location in the Ruhr area, which would offer better conditions for water supply, power and long-distance railway lines.

Unwritten copy handed to Mr. AMER, 16 July 1936

(page 2 of original)

Minister President General Goring Berlin 13 July 1936
New Material and Foreign Currency Staff Administration 50-70
Tel. 2 0040

Journal No. 38/III

Through procurement agency
to IG Farbenindustrie AG, Frankfurt/a.

When these preliminaries have been concluded, would you please inform my staff, so that a further conference can be arranged.

Yours

LEE
Lieutenant Colonel of the
General Staff

Er. R. 2 copies
1 copy to Herr AMER

1000257 F303 17 11 1957
FD-302a (Rev. 1-1-56)

I certify that the above document is a true and correct
copy of the original which is in the name of the Prosecution.
Newark, - January 1958

signed Mr. G.S. TRENDS

Assistant Defense Counsel at the
Military Commission No. 71.

The Reich and Prussian Minister of Economy
II B 12338/38

Dear Sir,
Please refer to this
reference to subject.

Berlin, 20 July 1938
Economic Affairs
Tel. Main line 15 4000
4351

Ministerial Order: 31 July
to (I-1-1-1-1-1)

To:
IG Farbenindustrie AG
For the attention of Director Dr. Carl
Lindenberg

Date: 20 July 1938

Subject: Production of plants for the production of synthetic
acetone.

With reference to the conference which you and your
assistants have held with my experts on 12 February and on 4
and 11 June 1938, regarding the production of plants for the
production of synthetic acetone, the Reich Minister of
Economic Affairs informs me that IG Farbenindustrie has entered into the
draft of a contract between IG and the Reich, according to
which you undertake to build the plants with the price to be
agreed upon in advance, to be paid for the quantities
produced.

Would you please let me have a copy of this draft of
relevant papers as early as possible.

Yours
sincerely,
G. F. F. F.

Attest: Certified - signed
Secretary of the Ministerial
Secretariat.

I certify that the above document is a true and correct copy of the
original which is in the hands of the Prosecution.

Munich, 3 January 1939

signed

r. C. H. 10701

 CERTIFICATE OF TRANSLATION

12 February 1946

WE, ANNETTE J. COOPER, LI. FEER, A. LOVEY, WILLI SCHMITZ
 and E. PAUL SCHLESINGER, hereby certify that we are duly appointed
 translators for the English and German languages and that the
 above is a true and correct translation of the document Book IV
 T-12s.

| | |
|--|-----------------------------------|
| Pages 1 - 7, 1 - 5 56 - 62 75 - 84 | ANNETTE J COOPER ETC No. 20146 |
| " 13 - 20 30 - 55 53 - 57 | WILLI FEER ETC No. 20887 |
| " 6 - 12 65 - 75 | WILLI SCHMITZ ETC No. 20601 |
| " 19 - 37 | A. LOVEY ETC No. 20116 |

" END "

Case 6
Defense

MILITARY TRIBUNAL VI

CASE VI

DOCUMENT BOOK V

for

Dr. Fritz ter Meer

presented by the
Defense Counsels

Dr. Erich Berndt
Karl Bornemann

Ter Meer



TABLE OF CONTENTS
of DOCUMENTS BOOK V
for Dr. Fritz TER MEER, Case VI

| Doc. No. | Exh. No. | Contents: | Page: |
|----------|----------|--|-------|
| 197 | | Records of the conference of 2 October 1936 with the Raw Material and Foreign Exchange Staff concerning the effects of the Four Year Plan on rubber production and productions connected therewith. | 1 |
| 198 | | Letter from the Office for German Raw and Synthetic Materials to I.G. dated 5 November 1936. | 6 |
| 199 | | Note by Dr. Straus for Dr. ter Meer concerning a phone call from Dr. Eckel on 7 December 1936. | 8 |
| 200 | | Letter from I.G. to Office for German Raw and Synthetic Materials dated 9 December 1936. | 9 |
| 201 | | Memorandum on a conference with the Office for German Raw and Synthetic Materials on 4 December 1936. | 10 |
| 202 | | Excerpt from the explanations of the Law concerning Tax Relief dated 15 July 1933. | 13 |
| 203 | | Letter addressed by ter Meer to the Office for German Raw and Synthetic Materials dated 17 December 1936 concerning the levy of a duty on the imported india-rubber. It is said therein: "As you will see from my note, I am thinking of piling up of funds from this duty. Loans can be granted from these funds which will be reimbursed by depreciations on plants within 10 years.... We shall submit you within a few days several documents concerning the charge to the consumers; one thing, however, is an established fact, that the rubber price exerts influence on the standard of life of the general public." | 16 |
| 204 | | Note of the Office of the Technical Committee concerning the import duty on india-rubber | 18 |

Table of Contents of Document Book V
for Dr. Fritz ter Meer, Case VI.

| Doc. No. | Exh. No. | Contents: | Page: |
|----------|----------|--|-------|
| 205 | | Letter from the Office for German Raw and Synthetic Materials to I.G. dated 5 January 1937. It is said therein: "In order to remove the existing difficulties in rubber supply, production plants with a monthly capacity of 3000 tons Buna are to be erected, until January 1938 according to the instructions given by the Fuehrer to my office. During the conference which took place on 17 December of last year Herran Dr. Struss and Dr. Ambros of your firm were informed of this order, whereby it was stipulated on the part of my office... "For this first construction stage of the Purostenberg plant the four stage method is to be applied... "The financial responsibility for this plant will be borne by the motor industry, while the I.G. would have the management, according to the discussions carried on with you." | 19 |
| 206 | | Letter addressed by the Reich Minister of Finance 21 to I.G., dated 21 January 1937. | |
| 207 | | Letter addressed by I.G. to the Office for German Raw and Synthetic Materials dated 23 February 1937. | 24 |
| 208 | | Letter addressed by the Office for German Raw and Synthetic Materials to I.G. dated 25 February 1937. | 25 |
| 209 | | Letter addressed by the Office for German Raw and Synthetic Materials to I.G. dated 13 April 1937. | 28 |
| 210 | | Letter addressed by I.G. to the Office for German Raw and Synthetic Materials dated 20 April 1937. It is said therein: "The only field in which, in spite of all our efforts, /many months, is the contract /we have made no progress for/ "Here we are still today in the stage of drafts by both sides..." | 30 |
| 211 | | File note of the I.G. on a conference with the Office for German Raw and Synthetic Materials of 29 April 1937. | 33 |
| 212 | | Letter addressed by the Office for German Raw and Synthetic Materials to I.G. dated 7 May 1937. | 35 |

Table of Contents of Document Book V
for Dr. Fritz ter Meer, Case VI.

| Doc. No. | Exh. No. | Contents | Page |
|----------|----------|--|------|
| 213 | | Note of the Central Bookkeeping Department of the I.G. dated 21 October 1939, concerning start of the guaranteed price for Schkopau according to Section 10 of the Buna contract. | 38 |
| 214 | | Letter addressed by the Office for German Raw and Synthetic Materials to I.G. dated 13 April 1937, concerning the construction of the 2nd Buna plant. | 39 |
| 215 | | Letter by the Office for German Raw and Synthetic Materials to Hagenster, Head of the Economic Group Vehicle Industry, dated 13 April 37. | 41 |
| 216 | | Letter addressed by the Reich Group Industry to I.G. dated 18 June 1937 concerning the financing of the 2nd Buna plant, with a note for Dr. Buhl dated 23 June 1937: "According to a discussion with ter Meer I.G. is not supposed to participate". | 43 |
| 217 | | Letter addressed by I.G. to Reich Ministry of Economics dated 16 March 1940, concerning the cancellation of the contract of 1937 (Schkopau) and its being substituted by a loan contract. | 45 |
| 218 | | File note by Dr. Struss dated 29 April 1940, about the cost of the Schkopau Buna plant. | 46 |
| 219 | | Letter addressed by the Reich Ministry of Economics to I.G. dated 12 June 1940. | 47 |
| 220 | | Excerpt from the newspaper "Der Voelkische Beobachter" No. 54, dated 23 February 1936, concerning the exposition of Buna Material at the International Automobile and Motor cycle Exhibition in Berlin 1936. | 49 |
| 221 | | Entry pertaining to the Buna-Werke G.m.b.H. Merseburg in the official register of trading associations. | 51 |
| 222 | | Excerpt from the "Frankfurter Zeitung" No. 241, of 14 May 1937, "The import duty on india-rubber". | 52 |
| 223 | | Excerpt from the "Deutsche Bauwerkzeitung" No. 154, of 6 July 1935, concerning "The Chemische Werke Buna, G.m.b.H." | 53 |
| 224 | | Excerpt from the periodical "Die Chemische Industrie" joint edition No. 2, of February 1936: "Buna tires for all passenger cars" | 54 |

Table of Contents of Document Book V
for Dr. Fritz ter Meer, Case VI.

| Doc. No. | Edn. No. | Contents: | Page: |
|----------|----------|--|-------|
| 225 | | Excerpt from the "Frankfurter Zeitung" No. 232, of 8 May 1939: "Buna factory in full operation" | 55 |
| 226 | | Excerpt from the periodical "Berlin Weekly" No. 19, of May 1939: "Buna" Germany's Synthetic Rubber. A Visit to "Buna" Factory. | 59 |
| 227 | | Letter addressed by Dr. ter Meer to Dr. Kaizer dated 18 January 1937; therein it is said: "Within the Raw Material Staff, however, the question of economizing foreign exchange takes first place and is especially urgent for the case of rubber, since foreign exchange in cash is needed for this. At the same time the continuation of the government motor vehicle program and the continued employment of the automobile industry and its sub-contractors is dependent on the procurement of the necessary quantities of rubber. Consequently the speedy erection of Saldrop and a second factory as an urgent minimum requirement will be placed at the head of the entire Four Year Plan." | 62 |
| 228 | | Excerpt from the secret report of the High Command 64 of the Armed Forces (Office for War Economy and Armaments) "India-rubber and the similar situation in war-time" of 1941. It is said therein: "The procurement of rubber for the German rubber industry was greatly hampered by the lack of foreign exchange... "The Military Economic Staff (Office for War Economy and Armaments) repeatedly and continuously requested an increased amount of foreign exchange for the purchase of natural rubber and for preparing a large stockpile... "At the outbreak of the war... there was enough stock and production for about 8 months if the rate of processing remained the same... in order to stretch out the natural rubber, in December 1939 various proportions of natural rubber for technical articles... was defined. "The situation was relieved (April 1940) "by a) larger imports "b) increase of Buna production "c) captured goods from the western occupied territories... "There upon (1941) the Fuehrer ordered that for additional purchases of natural rubber and tires | |

Table of Contents of Document Book V
for Dr. Fritz ter Meer, Case VI

| Doc. No. | Exh. No. | Content: | Page: |
|----------|----------|---|-------|
| 228 | | (continuation) from page IV) "That 40 million foreign exchange be made available... "On 17 January 1941 an agreement was concluded "with France by the Armistice Commission, according "to which 26,500 tons of natural rubber from Indo- "China for Germany and Japan, 7,800 tons from the un- "occupied France for Germany are to be "delivered." | |
| 229 | | Affidavit by Ger. Mayer concerning the geographical situation of the Esch's Baux plant with map attached (to the copies for the Tribunal only) | 71 |
| 230 | | Excerpt from an American newspaper of 1935: "Synthetic Rubber for all U.S." with covering letter from the Control Office for India, Rubber and Asbestos to I.G. dated 26 April 1935 | 75 |
| 231 | | Excerpt from the newspaper "The Observer", London, of 2 May 1937 "Synthetic Rubber". It is said therein: "Then there is another way of looking at the question "Supposing we were at war. All our rubber is imported "from the far east. Would it be a good thing to have to "rely on the safety of that long sea passage for "our supplies?" | 76 |
| 232 | | Affidavit by Dr. Karl Juff concerning the utilization of the production capacity of the Schkopau Baux plant, dated 17 January 1940 | 78 |

NOUVEAU EST BOOK V

for Dr. Frits ter Meer

This is to certify that all DOCUMENTS
No. 197 - 233 contained in this document
Book are literally true copies of the
DOCUMENTS submitted to the Tribunal.

Nuremberg, 31 January 1948

Karl Bornemann
Defense Counsel.

various places. The risk to proceed from these preliminary results immediately to the large scale project would be enormous and the responsibility for this could scarcely be assumed. Therefore, the original intent was to carry through the project of 200 tons per month, and to plan a decuple production on the basis of the experiences made thereby. As regards this, Ambros reports which difficulties arise already for the small Schkopau project, in which manner he is handicapped by insufficient supplies and allocations of material and how he hopes to make up for these various delays. However, the original intent to enable an earlier start of the individual stages of the Schkopau plant by accumulation of stocks in the plants in the west, could not be realized either, since the supply difficulties of the firm of Dinsch prevented an accumulation of stocks. At all events, in case the Raw Material Staff would exert its whole influence, it could be expected that on 1 March 1937 the 200 ton plant in Schkopau would start its production. From this date onwards an experimental period of at least 3 months will be indispensable.

In order to prevent a further delay in the work, and, on the other hand, not to occupy important employees in vain endeavours for raw material permits, it is agreed that in future the Raw Material Staff will be kept currently informed of the difficulties and delays in Schkopau (A corresponding letter was dispatched the same day to the Staff with a request for assignment of an Army Order No.)

Thereupon followed a discussion of the construction dates which could possibly be observed. The staff would like to have, if possible, all projects completed by the end of 1936 or beginning of 1938. Since it is not possible to fix the individual dates during the conference, especially since no dates can be given for the third plant, the I.G. will draw up on its own initiative a time-table which is to be submitted at the next conference.

ter Meer points to the fact that plans for 2000 tons per month had not yet been started at all up to now. The doubling of the hitherto existing plants will not meet too great difficulties as regards its chemical part, however, the required power supply (further 50,000 KW) can be made available with great difficulties only.

An enlargement of Doolittle cannot be considered for the time being, since the problem of burning salt coal (Salzkohle) is not yet solved. If the Raw Material Staff should succeed in making power from other sources available, this would result in a considerable acceleration, and the total supply would then be composed as follows:

| | |
|--|--------------|
| Schkopau 2 x 10,000 KW in back pressure (IG-Druck) - | 30,000 KW |
| Bitterfeld, Deuben, Neudorfsteil | -- 40,000 KW |
| Current from others by the Raw Material Staff | -- 40,000 KW |
| | ----- |
| | 100,000 KW |

Besides the planning which will already entail an extraordinary amount of work, it is necessary to pay today already attention to the required staff of chemists and engineers and to provide for their training. Roughly estimated, the three plants will require about 100 chemists and about 30 engineers, who must especially be trained for this purpose in view of the difficult manufacturing processes. As regards this as well as the other labor there are very serious difficulties, the mastering of which will at least require the same attention as those arising from material supply.

The subsequent discussion of the alcohol production led to the following result:

The 4 stage method can be operated in such a manner that the alcohol output will amount to a minimum of 30%, and to a maximum of 100% of the produced quantity of Buna, whereby the required quantity of alcohol for the styrol ingredient is already taken into consideration.

As soon as one succeeds in

introducing the 2 stage method, there will be the possibility to use stage 3 - Buna glycol production - for the manufacture of alcohol in a maximum quantity of 4000 tons per month. This possibility will constitute a certain compensation for the useless investments by the 4 stage method, as seen now from the viewpoint of Buna.

Since it is definitely assumed that from the end of 1937 onwards the 2 stage method will be ready for operation, for which one plant with an output of 1 ton a month will be working from February 1937 onwards, the further two plants should be erected according to this method. This will also be done in case the demand for alcohol will continue since the reduction in Buna price by the two stage method will be considerably greater than could ever be the case by a simultaneous higher production of alcohol (as approximate figures for this price reduction 0,5 ¹ sh/or 0.1 Mark are given). Under these entirely new perspectives the planning of the Raw Material Staff is changed inasmuch as the alcohol production must be dealt with separately, apart from the Buna production, and therefore can be considered separately as separate localities. Under such conditions the Staff is no longer in a position to maintain its original plan, and therefore requests the I.G. to propose in their turn suitable combinations. Rosfordorf and Hirsden are mentioned as locations for the two new plants. The place near Magdeburg (Wohlrstedt), proposed by I.G., is not accepted for the time being. Further, location proposals by the I.G. will be gladly discussed. In order to be able to evaluate the most favorable possible combinations, the whole plan of the Staff is disclosed thereupon, in which the following projects are envisaged:

see Enclosures 1 & 2)

At the end of the conference the question of the financing of the three Buna plants is brought up. In this connection ter Meer comments that the Schkopau plant will be in so far of particular importance for the I.G., since it is to be, and must be made the manufacturing site of all these products.

the enlargement or new installation of which in the western plants can no longer be considered. Consequently Schkopau will not have the character of a Reich plant, but will always have to retain that of private industrial plant. From the mere viewpoints of national interests the I.G. had already taken decisions (phthal acid ^banhydride) envisaging an enlargement of the ^oproduction in Schkopau under great financial sacrifices. These voluntarily assumed additional efforts entitle the I.G. to the positive expectation that the erection of buildings at Schkopau will be left to their discretion. Contact with the Raw Material Staff concerning the plans for enlargements would always be possible, but could not lead to directives binding upon us.

Geinatis replied to a question by Ter Meer in which way further negotiations concerning Buna are to be carried on, that the negotiations should be conducted with the new agency as up to now, however, only on the basis of a plant for 2000 tons per month.

The informations given on the Four Year Plan are designated as top secret for which reason an obligation to maintain secrecy is to be signed, by those present. As regards this, Ter Meer remarks that wide circles are informed regarding the rubber enlargement at least, to which the publications in the press alone had contributed. Likewise the enlargement of individual other productions could no longer be called a secret matter today. Should therefore the obligation be signed at the next meeting, as has been agreed, the fact must be pointed out in advance, that part of the informations received today could not remain entirely secret, even without action on the part of the persons present.

Vermittlungsstelle F

Sparte II

signed: Bruening

- End -

Doc. No. 198

Ministerpräsident Generaloberst Goring
Plenipotentiary of the Four Year Plan
Office for German Gas- and Synthetic Materials

Berlin, 5 November 1936
Schrenstr. 66 - 70
Telephones: + 2 0048

Diary No. 6087/36/IV,4

Registered!

To I.G. Farbenindustrie A.G.

Frankfurt/Main

via Relay Office #

Berlin No 7

Unter den Linden 78

Re: Manufacture of Buna,

Referring to the discussion which took place in my office on the 23rd of last month, and in the course of which you pointed out that for the time being the contract negotiations in regard to the manufacture of Buna at Schkopau were adjourned, I now beg you, in order to get this question cleared soon to have the contract drafts sent to me which you prepared for the manufacture of Buna in Schkopau, providing for 2 000 tons per month, in order that the negotiations may be taken up as soon as possible with your firm in regard to the contracts and the financing necessary for this manufacturing program.

By order:

(signed:) Loeb

Lieutenant Colonel in the General Staff and
Chief of Office

Dr. Sok/Fl.

2x

handwritten: tM (for ter Meer)

- 2 -

Certified true copy of the above document which is held by the
Prosecution,

Wormsberg, 3 January 1948.

(signed:) Dr. C.H. Tuerck

Assistant Defense Counsel
At the Military Tribunal No. VI

Memo for Dr. Fr. ter Meer.Re: Phone Call by Dr. S o k e l l, on Monday evening, 7 Dec. 36.

Lieutenant Colonel L o o b has us informed that in the highest circles (apparently the Fuehrer, himself) one is after all of the opinion that the 2nd Buna plant with a capacity of 1 000 tons per month must be established immediately. Besides this it must be endeavored to have the first plant ready for operation before the set date. The financial questions would be settled in the course of this week yet over the heads of the two ministries. One expects the I.G. to be prepared to supply all their facilities in overcoming the personnel difficulties also. Dr. A m b r o s e will visit Herr L o o b today Tuesday afternoon, and will receive information regarding the situation from him.

The office expects our consent by Thursday or Friday of this week, at the latest.

handwritten: settled 9 Dec.
8 Dec. 36
Tech. (Technical Committee) Bureau
(signed:) ts (for ter Meer)

Remark Dr. Strauss
The Reich will never invest short
losses due to forced construction
speed-up.

Certified true copy of the original held by the execution.

Kuerberg, 3 January 1948.

(signed:) Dr. Chr. H. Fuesse
Assistant Defense Counsel
at Military Tribunal No. VI

Office for German Raw- and Synthetic Materials

Attention of Herr Dr. Schell,

Berlin.

Behrenstr. 68 - 70

Personal

By express messenger

Ten- (Technical Committee) Bureau 9 December 1938.

Herewith, we confirm our discussion by telephone of to-day.....

(1st paragraph page 2 of the original)

In re increase of the production beyond 2 000 tons per month at Schkopau, we do not recommend an increase at the same place. For several reasons we deem it more expedient to start the erection of the Buna Plant II at the earliest possible date, and have noted today already that the Office has decided to adopt for this plant the four-stage process. We shall speed up, as far as possible, our investigations in regard to the location for the plant; in this connection it is of decisive importance what turn the power discussion, being held at the office to-morrow, will take.

Hell Hitler!

I.G. Farbenindustrie A.G.

(Rubber stamp) Dr. F. von Scher

(signed) Struss

Certified true copy of excerpts of the original copy held by the Prosecution.

Munich, 3 January 1948.

(signed) Dr. G.H. Turok

Assistant Defense Counsel
at the Military Tribunal No. VI

Frankfurt on Main, 7 December 1935.

Memorandum.Re: Saar - Plant.

On 4 December, under the chairmanship of Herr Dr. Ackel, another discussion was held, concerning, however, only basic questions of contract, excluding the question of financing entirely. The I.G. was represented by Messrs. Dr. von Loer and Dr. Buhl.

On the part of the Reich a contract draft was submitted, built on the whole on the lines of the contract principles outlined by the I.G., and in which, above all, the two important points are incorporated that the Reich guarantee the sale and the manufacturing costs. Concerning the question of taxes, the representative of the Finance Ministry let it be known that freedom from taxation could only be granted in case the I.G. would derive no benefits whatever from the contract, and that, even under this precondition, freedom from taxation could be expected only for those taxes: turnover tax, capital tax, stock sales tax (Anerkennungsgabgabe), real estate tax; but merely for five years, at that. We voiced our extreme disappointment about this limitation and declared to be forced then to calculate the taxes, which we were not exempted from, into the manufacturing costs. It was agreed to hold a special discussion about the question of taxes, in which the Ministry of Finance and the tax experts of the I.G. would participate.

(Page 2 of the Original)

A subsequent telephone message fixed its date and place as 9 December 10.30 A.M. in Hall 2 of the Finance Ministry Building.

Difficult and not definitely settled by the discussion was the question how the by-products were to be calculated into the production costs of the Buna, and whether the additional 10% granted the I.G. for their research and development work also refers to the production costs of these by-products. About these details, Herr Dr. von Meer will first confer with Herr Dr. Struss.

For the benefit of Herr Director Kraus I am enclosing herewith the Data for the Calculation of the Sales Price of Buna, also given to us by Herr Dr. Eckel.

To-day, I discussed in detail the entire tax complex with Herr Dr. Frontzel, who will represent us in the meeting on Wednesday, and in connection with it also the question whether, in case the I.G. assumes the financing, or at least the greatest part of it, it then, from many a point of view, would still be the best to create a separate company; if the Reich no longer, or only to a lesser degree, shares in the financing, then that will dispose of one important reason for establishing a separate company, n/o to keep the I.G. out of the Buna plant. There remains the consideration that by the establishment of a separate company the accounting in regard to supplies by other

(Continuation of Page 2 of the Original)

I.G. units would become simpler or easier, but this reason alone would not be decisive in favor of establishing a separate company, as in the case it will be a pure I.G. plant,

(Page 3 of the Original)

the clearing of accounts with other I.G. units can be regulated by the simple sentence, contained f.i. in the contracts Aken and Stassfurt:

"Raw and half-finished materials supplied by other I.G. branch units will be furnished at the same minimum prices as the I.G. charges German customers in sales of comparable quantities."

Lastly, as regards electric power, it has been made known previously that a fixed price will be agreed upon in the one instance as well as in the other.

Dictated by Herr Dr. Suhl, who had to depart in the meantime.

(signed:) by order: Hafner

Carbon copy: Dr. ter Meer
Dr. Struss
Dr. Kraus
Dr. Protschel.

Certified true copy of the Original Copy held by me.

The original of this file note is in the hands of the Prosecution.

(signed:) Dr. Berndt

Dr. Erich Berndt

Attorney and Notary.

Excerpts from the Explanations Pertaining to the Law
about Tax Relief (15 July 1933).

III. Who benefits by the tax exemption?

(1) The tax exemption benefits only enterprises. That means that the development of new production methods or the manufacture of new products must take place within the framework of an enterprise of industry, agriculture, or forestry. The activities of the investor, work preliminary to obtaining of patents, and other free lance activity, in all cases the activities outside of an industrial, agricultural or forestry enterprise, are not concerned by the exemption as stipulated in Section 3 of the law.

(2) As enterprises to which the tax exemption may be granted, the following come into consideration:

1. Enterprises established after 20 July 1933 (the date the law came into force) for the purpose of developing processes which are either, new, or were until then unknown or not put to use in this country, or to produce products of a new kind hitherto not manufactured in the German economy;
2. enterprises already in existence before 20 July 1933, if they undergo a change in their operation in the manner that, alongside or in place of the previous production,

(Continuation of page 1 of the original)

they develop new manufacturing processes or take up products of an altogether ^{new} kind. In this case the change may consist of a conversion or extension of the operation.

(3) Enterprises to which par. 2 subsec. 2 applies can obtain tax exemption only for that part of the turnover, income, profit, and property of the enterprise which pertains to the development of new processes of the manufacture of novel products. The conditions of Sec. 3 of the law are not filled if the until then usual processes of production are continued, or goods of a previous line of manufacture are again produced by the plant. In such cases, therefore, where Sec. 3 of the law is applicable to part of the plant only, organizational

(page 2 of the original)

measures, for instance the establishment of separate plant departments with own accounting, must safeguard the possibility of setting apart those parts of the turnover, income, profit, and property for which the tax exemption is accorded. Such a practice creates the tax-technical possibility of granting the tax relief provided for in Sec. 3 by a lump sum settlement.

- 2 -

Certified true copy of the original held by the Prosecution.

Nuernberg, 3 January 1948.

(signed:) Dr. C.H. Tuerck
Assistant Defense Counsel
at Military Tribunal No. VI

17 December 1936.

To

Dr. Eckell

o/c.

Office for German Raw and Synthetic Material

Berlin

Schrenkstrasse 55/70

Dear Dr. Eckell:

In connection with the idea advanced at yesterday's meeting at the Reich Economic Ministry regarding partial financing of Buna factories by a levying of duty on imported natural rubber, I am sending to you enclosed a note from which you will please take notice of the conclusions reached by me after some consideration is regard to the accomplishment and efficaciousness of the proposed measure. Quite considerable amounts will accrue out of a levy of RM 1.-- already; should this be raised to RM 1.50, then quite considerable additional amounts would accrue for the construction of a second and third factory. To go still higher seems to me inadvisable, as natural rubber has risen in price above RM 1.-- during the last days and the selling price of the Buna factories will be, it is hoped, about RM 3.--.

I am considering building up a fund from these levies as you will notice from my note; this fund may then supply loans which will be reimbursed after 10 years from the depreciation of the factories. Considerations of lost subsidies will thereby also be eliminated.

In regard to the amounts of natural rubber going into export in the form of finished goods we are informed by a statistic of the year 1935, that approximately 10% of the imports are exported again; this amount is only to be taken as an order of magnitude, as we were only able to arrive at an approximate figure of the natural rubber content from the amount of exported tons of rubber goods.

During the next days we shall send you some particulars in regard to costs to the consumer; but in any case one thing is certain, that the price of natural rubber does not exert any influence on the living costs of the general public.

With kindest regards, your

signed: Dr. Fr. ter Meer

Enclosure

I certify that the above document is a true and correct copy of the original copy held by the prosecution authorities.

Murnberg, 3 January 1948.

signed: Dr. G.M. Luerek
Assistant Defense Counsel at
the Military Tribunal No. VI

Import duty on Natural Rubber

| previous to 1937 | duty free | <u>Reich Legal Gazette</u> |
|------------------|-----------|----------------------------|
| from 13 May 1937 | RM 125.-- | No. 60/ of 13 May 1937 |
| 1 December 1937 | RM 160.-- | No. 129/ of 27 Nov. 1937 |
| 21 March 1938 | RM 170.-- | No. 23/ of 15 March 1938 |
| 15 November 1939 | RM 140.-- | No. 232/ of 24 Nov. 1939 |

9 July 1940

Tea-Officed Sch. signed: tm (for for wear)

I certify that the above document is a true and correct copy of the original held by the Prosecution authorities.

Kueraberg, 3 January 1948.

signed:

Dr. C. H. Turok

Assistant Defense Counsel at
the Military Tribunal No. VI

Ministerpräsident Generaloberst Goerring

F Plenipotentiary for the 4 Year Plan

Office for German Raw and Synthetic Materials

Berlin, 5 January 1937
Schrenkstrasse 68/70
Telephones: A 2 Flora 0048

Diary No. 472 37 IV, 4 Dr. Ack/P1

In case of further inquiry to be mentioned without fail

Reference :

Re: Buna production Schkopau and Fuerstenberg.

Dr. ter Meer
c/c.
I. G. Farbenindustrie A.G.
Frankfurt/Main
via Exchange V

B e r l i n NW 7
Unter den Linden 82

According to directives issued to my office by the Fuehrer for the removal of difficulties encountered in the supply of rubber, production plants are to be constructed with a capacity of

3,000 tons of Buna per month

by 1 January 1938.

Your Dr. Struss and Dr. Aebres were informed of this order to my office during the meeting of 17 December last, whereby my office established that

- 1) the capacity of the Schkopau plant was not to be extended above 2 000 tons of Buna per month,
- 2) the additionally demanded 1 000 tons of Buna per month to be supplied as first step in the increased production by the plant Fuerstenberg,

whose total capacity will amount to 2,000 tons of Burn per month.

The four stage process is to be applied in this first step of increased production by the Fuerstenberg plant. Possible bad investments arising out of this could at a later change-over to the two stage process be made available out of the budget according to the statement made by me to Director Meier under the date of 26 November of the previous year.

The financing of the plant Fuerstenberg will be assured by my office. The financial responsibility for the plants will be borne by the motor industry while the I.G. would have the management according to the discussions carried on with you,.....

F.S.

signed: Loeb

Colonel of the General Staff
and Chief of Office

3 (handwritten: carried out by File note dated 14 January 1948)

I certify that the above document represents a true and correct excerpt copy of the original held by the Prosecution.

Munich, 3 January 1948.

signed: Dr. G.D. Tuerck

Assistant Defense Counsel at
the Military Tribunal No. VI

Copy

The Reich Minister of Finance

Berlin, W 8, 21 January 1937
Wilhelmplatz 1 - 2

S 1938 B - 616 III

S 6114 - Sch 21 III

Re: Tax exemption according to Section 3 of the law regarding relief of taxation dated 15 July 1933 (Reich Legal Gazette I Page 491).

With reference to the letters dated 21 and 23 December 1936 Pr/K.

I.

I am willing to grant the following tax reliefs for the Buna G.m.b.H., which is to be newly established, by reason of Section 3 of the law regarding tax relief dated 15 July 1933:

1. Turnover tax exemption for the supply of Buna. The costs of production are to be deducted from the total turnover as tax exempt according to the guaranty agreement to be concluded with the Reich, whereby however license fees to be paid to the I.G. Farbenindustrie will not come into question. In so far as other items are sold in addition, their turnover will be subject to the turnover tax.
2. Exemption from Property tax.
3. Exemption from a levy on raised capital. Capital not serving Buna production is subject to property taxation and a levy on raised capital.

This exemption will be granted for a period of five years.

To

I.G. Farbenindustrie A.G.

Frankfurt (Main)

V.

Tax exemption in I will be granted with the reservation of examination of legal and other special prerequisites denoted under section C of the official comments on the law regarding tax relief under the date of 15 July 1933 (circular decree of 20 August 1933 - Page 2198 - § III - of the Reich Legal Gazette 1933 Page 819, 832).

The details of tax exemption, especially as to its beginning, will be arranged by the competent Fiscal Office in agreement with the President of the Regional Fiscal Office (Landesfinanzamt) Kassel or the President of the Regional Fiscal Office (Landesfinanzamt) Magdeburg. The Fiscal Office is to be informed of the date at which factory production of Buna starts.

If the I.G. Farbenindustrie A.G. carries out factory production of Buna itself, then I am willing to examine the I.G. Farben's position for a lower sum satisfaction of taxes from the same point of view.

I do agree, that the intended taxation relief is not to be considered as financial assistance in the sense of Section 1 Chapter V of the decree of the Reich President of the date of 4 September 1933.

PP-

signed: Hedding

certified

signed: signature

Secretary of Revenue

LS.

I certify that the above document represents a true and correct copy from the
excerpt of the original document held by the Prosecution.

Murnberg, 3 January 1948.

signed: Dr. C.E. Taorok

Assistant Defense Counsel at
the Military Tribunal No. VI

DOCUMENT BOOK V FER HERR
DOCUMENT No. 207

23 February 1937

To:

Office for the German Raw- and Synthetic Materials,
care of Dr. E c k e l l.

B e r l i n

Bahrenstrasse 68 - 70

Subject: Buna - Contracts.

Enclosed to transit to you 4 drafts of agreements (handwritten: 20 February 1937) in which we met the views expressed by both parties during the conference in the office on the 18th of this month. We furthermore attach 4 copies of the directives (handwritten: now draft, dated 20 February 1937).

In complying with your request we inform you that the expenditures since 1928 for experimental work on Buna and its basic products amount to roughly:

| | | |
|------|---|----------------|
| 1928 | - | RM 2.7 million |
| 1929 | - | " 3.3 " |
| 1930 | - | " 2.4 " |
| 1931 | - | " 0.7 " |
| 1932 | - | " 0.3 " |
| 1933 | - | " 0.4 " |
| 1934 | - | " 0.9 " |
| 1935 | - | " 2.0 " |
| 1936 | - | " 2.6 " |

With respect to the dates at which we intend to call in the loan from the Reich, amounting to a total of 90 million RM,

Continuation of the original

a survey is under way on the basis of which we shall transmit to
you a payment plan.

I.G. Farbenindustrie Aktiengesellschaft

signed: ter Meer

signed: Haefliger

I certify that this document is a true and correct copy of the
original which is kept in the files of the Prosecution.

Kornberg 4 January 1948

signed: Dr. O.H. Tuerck

Assistant Defense Counsel

at the Military Tribunal No. VI.

Ministerpräsident Generaloberst Goering

Plenipotentiary for the Four Year Plan
Office for German Raw- and Synthetic Materials

Berlin 25 February 1937
Behrenstrasse 68 - 70
Tele: & 2 Flora 0048

Letter register No. 11582/37 IV, & Dr. Eck/Sl.

essential to be indicated in case of inquiries

Reference:

Subject: Buna Production in Schkopau.

I.G. Farbenindustrie Aktiengesellschaft

care of Director Dr. ter Meer

Frankfurt/Main (20)

In connection with the presently conducted survey about the most expedient ~~way~~ of using Buna in the rubber industry it has been found that, as a result of the difficulties which presently still exist in the process, it would be proper to use for the technical items of rubber a proportion of about 60 : 40 of Numbered Buna to Buna S. For that reason I ask you to organize the production of the Schkopau plant, not as originally agreed to 1,800 tons per month of Buna S and 200 tons per month of Numbered Buna, but to 1,700 tons per month of Buna S and 300 tons per month of Numbered Buna. Herr Dr. Wulff has already received information of this plan on the occasion of the meeting taken place in Leverkusen on the 11th of this month.

Acting for:

signed: Loeb

Colonel in the General Staff and Office Chief

handwritten

Dr. Havenschoen

Copy to be sent to Dr. Ambros.

disposed of on 1 March 1937 E.

tlf (for ter Meer)

Str. (for Struss)

I certify that this document is a true and correct copy of the original which is kept in the files of the Prosecution.

Euernberg, 4 January 1948

signed: Dr. C H. Tuorck
Assistant Defense Counsel
at Military Tribunal No. VI

Copy

Ministerpräsident Generaloberst Goering
Plenipotentiary for the Four Year Plan
Office for the German Raw- and Synthetic Materials

Berlin 18 April 1937
Schönstrasse 68/70
Tel: A 2 Flora 0068

Diary No. 23.450/37 Dep. V/Lg/Mch/Pl.

Subject: Buna Contract

Registered

I.G. Farbenindustrie Aktiengesellschaft
care of Director Dr. ter Meer

Frankfurt / Main (20)

With reference to the conference held ^{with} Director Dr. Struss and Director Dr. Agnes in my office I inform you that the Office for the German Raw- and Synthetic Materials guarantees that the draft of the agreement, which was prepared during the Department conferences and will be forwarded to you in the near future with a special letter, is securing for the Buna plant in Schkopau the economic and technical requirements of the Buna-Werke G.m.b.H.

With respect to the availability of the necessary credits, the Department herewith guarantees that for 1937

| | |
|-------------------------------|---------------|
| a credit amounting to | 40 million RM |
| and for 1938 in the amount of | 50 million RM |

will be made available for the completion.

I furthermore like to inform you of the fact that, as a result of the agreement to be concluded, the question of the combined publicly owned utility (Vorbundwirtschaft) within the plant community, ^{Schkopau} will, as agreed, be settled in accordance with the principle of reciprocity.

As regards the question of reimbursement for costs arising from experimentation and development, the new wording of paragraph 5 of the Buna draft-agreement in the form of an alternative proposition has been brought to your attention during the conference.

- 2 -

As a result of these binding promises there is no longer any difficulty to take at once all necessary steps which will secure the Buna production at the beginning of 1936. Since the contract will be made out for a period of 10 years, you may conclude without hesitation the essential contracts for the delivery of coke and lime by referring to the provisions, to be included in the contract, pertaining to sale- and price guarantees.

I expect you to see to it that the postponed completion of the chemical section of the Buna plant will now be accelerated and will be carried on to an increased extent so that a further postponement will be avoided under all circumstances.

I request your information that, in view of these promises given you, all difficulties which are presently hampering the Buna production, can be regarded as eliminated.

Acting for

signed: L o e b

Colonel in the General Staff and
Office Chief

I herewith certify that this document is a true and correct copy of the copy taken from the original which is kept in the original files of the Prosecution.

Muerberg 5 December 1947

signed: Dr. Berndt
Dr. Erich Berndt
Attorney and Notary

Copy

H. on 24 April copy of letter
handed to Dr. ter Meer for
Berlin

20 April 1937

TO: The Office for German Raw- and Synthetic Materials
care of Colonel D o s t,
Berlin,
Behrenstrasse 68/70

Subject: Letter register No. 23 45 C/37 Dept. V/Lg/Mch/Pl.
Letter register No. V / 584/37 Dept. V/Dr. No/Er.
(handwritten: Buna - Agreement.)

We confirm the receipt of both letters, mentioned above, dated
13th this month and take the liberty to make a joint comment on
both.

The office for the German Raw- and Synthetic Materials in its
first mentioned letter gives us the assurance that in 1937 a credit
amounting to 40 million RM will be put at our disposal for the
completion of the Buna plant in Schkopau with the capacity of 3000 tons
per month. We are furthermore informed that the question of the so-
called combined publicly owned utility (Verbundwirtschaft) in the
Schkopau plant will be settled according to the principle of
reciprocity, and that in regard to reimbursement for costs arising
from experimentation and development an alternative proposition
is to be made.

In the second letter a new draft of an agreement between
the Reich and our firm for the construction of the Buna plant in
Schkopau is transmitted to us,

Continuation of page 1 of the
original

However, with the express notice that the final opinion of the concerned Departments is not yet at hand, "this" is therefore a draft which we cannot consider a binding basis for further negotiations.

Handwritten: Copies sent on 20 April to:

Ambros
Buhl
Dencker
Gehrmann Schmitz

(page 2 of the original)

Nevertheless we have thoroughly examined the draft and found to our regret that it contains a number of propositions which we cannot approve of, as the Department knows from previous negotiations, as well as from the memorandum we submitted following the conference held on 18 February in the Department.

We regret very much that, in our opinion, even today we have not yet arrived at a situation permitting us to contract long term obligations in regard to the delivery of raw materials for the Schkopau Buna plant.

Verbally, as well as by our letter to the Department, dated 3 March 1937, we have repeatedly pointed to the fact that on our part we have done everything to speed up the construction of the

Continuation of Page 2 of the original)

major installation in Schkopau by all means conceivable and as rapidly as possible. The only field on which, despite all our efforts, we do not make any headway for a good many months is the agreement; here we are still deadlocked with drafts from both sides as well as negotiations which will hardly reach the goal in view of the fact that various Reich agencies were represented in the negotiations either not at all or by ^{not} authorized persons. Therefore we repeat our urgent request to make arrangements for a meeting as soon as possible in which, for the purpose of attaining a conclusion of the agreement, authorized representatives of the competent authorities will participate.

Heil Hitler!

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

signed: ter Meer

signed: Struss

I certify that this document is a true and correct copy of the original copy which is kept in the original files of the Prosecution.

Nuernberg, 4 January 1948

signed: O. H. Tuerok

Assistant Defense Counsel at Military Tribunal VI

File Notes

Buna - Conference in the Office for Raw Materials on 29 April 1937.

Following are present as representatives of the Reich (a total of 14 gentlemen)

among others:

| | |
|---|-------------|
| President Lunge from the Office for Raw Materials | |
| Dr. Weissenac | " " " " " " |
| Dr. Eckel | " " " " " " |
| Wirth | " " " " " " |
| Ministerialdirektor Schaeffner from the Reich Ministry for Economics | |
| Sperl (Reichskommissar) | " " |
| Dr. Schneider | " " |
| Ministerialdirektor Hasse from the Reich Ministry of Finance | |
| Oberregierungsrat Munitz | " " |

President Lunge who presided, first gave the information that the financing of the enterprise, in so far as it falls to the Reich, was secured, to be particular, the funds are to be raised through a sliding duty. Thereupon the president submitted a new counter draft of the Reich, dated 30 March 1937, with the notice that all Reich Departments concerned had agreed to this draft. The representatives of the I.G. remarked on their part that they too, had again elaborated their draft, dated 20 February 1937, by taking the last counter-draft of the Reich into consideration, and submitted the draft in question, dated 28 April 1937.

Upon suggestion of President Lunge the negotiations were to be confined to the discussion of the main points in which the drafts from both sides were deviating, namely:

- 1.) The claim by the Reich that amendments of the statutes of the Bunawerk G.m.b.H. and changes in its credit conditions are subject to the approval by the Reich.
- 2.) The claim by the Reich to obtain a security of its loan by taking out a first mortgage.
- 3.) The reimbursement due to the I.G. for the duration of the agreement in connection with the claim by the Reich for repayment of these amounts after the termination of the agreement, and for handing over, free of charge, the Buna patents and experiences to other Buna plants.

- 2 -

4.) The question pertaining to the inclusion of the rubber import trade in the sale of Buna.

A satisfactory agreement was reached in all these questions without the draft of any fixed wordings.

Eventually it was decided to appoint an editorial committee for the purpose of preparing the wording of these fundamental points of the agreement as well as for the remainder of the text.

signed: Buhl

Berlin 7 62,
30 April 1937
Dr. B/N

I hereby certify that this document is a true and correct copy of the original copy which is kept in the original file of the Prosecution.

Wuerzburg, 5 December 1947

signed: Dr. Jarndt
Dr. Erich Berndt
Attorney and Notary

Copy

Ministerpräsident Colonel General Goering
 Plenipotentiary for the Four Years Plan
 Office for German Raw materials, and Plastics.
 Berlin, Behrenstr. 68/7c

7 May 1937

DIARY No. 29952/37 Dep. V/Dr. We/Kr.

Re: Contract draft of Buna-plant - Schkopau.

To the I.G. Farbenindustrie Aktiengesellschaft,
 To Messrs. Dr. Suhl and Dr. ter Meer,
 Frankfurt a/Main

Following the conference of 29 April 1937 with representatives of your company and representatives of the concerned Reichs-departments a new Contract (handwritten: 4 May 1937) has been drafted on 3 and 4 May 1937 together with Herr Dr. Suhl and at a time with Herr Dr. ter Meer of your company as well as with representatives of the concerned departments.

I enclose 10 copies of this draft with the request for approval. The draft has at the same time been submitted to the Departments concerned for approval.

To prepare for the final conclusion of the Contract I further request, as agreed, to issue the following declarations:

1. On the making available of patents, procedures, experiences and licenses to the Buna-plant which are yet to be erected: within the Four Year Plan;
2. On costs for experimentation and developing works for the period since 1935;

3. On the distribution of Buna and the commission for this distribution.

Besides I request to submit the following contracts
ESSE Contracts drafts for approval:

1. Construction contract between the I.G. and the Buna - Werke G.m.b.H./
2. Managing contract between the I.G. and the Buna - Werke G.m.b.H..
3. Electric Power - agreements between the Buna Werke G.m.b.H. on one hand and the I.G. and Elektrowerke A.G. on the other.

(Page 2 of Original)

4. Contract on economic cooperation between the Buna-Werke G.m.b.H., on one hand and the I.G. and its manufacturing plants on the other.

I request to transmit to me the aforementioned declarations and contracts in 10 copies.

The changes in the directives to the ^{contract} contract which on account of redraft of the have become necessary, you promised to communicate to me by 10 May 1937. I request to be sent 20 copies of them.

In conclusion I note that all the objections to the further enlargement of the plant Schkopau presented in your letter of 20 April 1937 have been removed by the negotiations that have taken place in the meantime. On the basis of the declarations of your representatives Dr. Buhl and Dr. ter Meer the treaty with

the Reich can now be concluded as soon as the aforementioned declarations have been received, the submitted contracts approved of and an agreement on the directives is reached between the contracting parties.

By order of
signed: Szinatis

10 Enclosures

I certify that the above document is a true and correct copy of the original copy, which is in the hands of the Prosecution.

Huornberg, 4 January 1948

signed: Dr. C. H. Tuerck
Assistant Defense Counsel
at the Military Tribunal No. VI

I.G. Farbenindustrie Aktiengesellschaft, Frankfurt (Main) 20

| Our Signs | Day | Page |
|---------------------------|-----------------|-------|
| Central Accounting Office | 21 October 1939 | 3/31. |

Herr Director Dr. ter Meer,

in the building

Herr Ministerialrat Dr. Buhl,

in the building

Re: Buna - Contract

Following up our correspondence of 10 and 14 June of this year in regard to a communication on starting operations of the plant, I wish to inform you that in Schkopau have been produced on saleable Buna in the months:

| | |
|-----------|--------------|
| July | 2.102.089 kg |
| August | 2.047.531 kg |
| September | 2.096.139 kg |

I, therefore, consider the time to have arrived for making the report in accordance with Par. 10 of the contract.

CENTRAL ACCOUNTING OFFICE

Handwritten note: signed Donckir

H.E. Ja.

B (for Buhl)

B (for Buhl)

I certify that above document is a correct and true copy of the original, which is in the hands of the Prosecution.

Nuernberg, 17 December 1947

signed Bornemann
Karl Bornemann
Defense Counsel at the
Military Tribunal No. VI.

Copy

Ministerpräsident Colonel General Goering
Plenipotentiary for the Four Years Plan
Office for German Raw Materials

Berlin, 13 April 1937
Behrendstr. 68/70
Tel: A2 Flora 0068

Diary No. 22819/37 IV, 4 Br. Eck/Pl.

Re: Buna Plant II.

I. G. Farbenindustrie Aktiengesellschaft
Herr Dir. Dr. ter Meer,
Frankfurt a. Main (20)

Herr Director Eggemeier, leader of the Economic Group (Wirtschaftsgruppe) Vehicle Industry (Fahrzeugindustrie), reports to me with letter of 6 of this month on the negotiations conducted between him and the I.G. regarding the 2. Buna-plant. From these communications I learned that you have declared yourself willing in principle to take charge of elaborating the projects of the plant and of the technical direction.

However in this letter it was expressed ^{as} impractical to speak for the moment about the 2. Buna-plant, above all, that the question of construction costs and economy of the 2. plant is not easy to survey and that the conclusion of contract for the 1. plant is a basic prerequisite for the start of further negotiations for the 2. plant.

I am enclosing a copy of my today's letter to Herr Director Eggemeier, in which I have explained my point of view in principle to the effect that for the at present required preliminary work I do not recognize any causal connection between Buna I and Buna II.

I therefore request that you enter immediately into the necessary preliminary negotiations, so that no further time be lost for the Buna II object.

By order of
signed: L o e b
Colonel of the General Staff and
Chief of Office.

1 Enclosure

I certify that the above document is a true and correct copy of
the original, which is in the hands of the Prosecution.

Nurnberg, 5 December 1947

signed: Dr. Berndt
Dr. Erich Berndt
Attorney at Law and Notary.

Copy to I.G.

22619

37 IV, 4 Dr. Eck/Pl.

13 April 1937

Your letter of 6 of this m.

Buna - Plant II

Herr

Director Hagedorn

Leader of Economic Group Vehicle
Industry,

Frankfurt on Main

Klosterstr. 17

Replying to your letter of 6 of this month I should like at first to note that a causal connection between the building project Skopau and the II. Buna plant does not exist.

All questions important for the construction of the II. plant i.e. in regard to construction costs, can be completely clarified, since the I.G. is informed about size of production as well as about the projected enlargement in two stages. Also in regard to economy I should like to point out that through the safer conducted negotiations between the Reich and the I.G. Farbenindustrie these questions have been clearly outlined, namely

- 1.) by the agreed upon 5% interest on the capital invested after repayment of the costs of the plant at the price of Buna;
- 2.) by the agreed upon sales - guaranteed for a period of 10 years.

In regard to the financing question, so far not clearly surveyed, clarification has also been placed in the hands, so that the I.G. sees perfectly clear also in this question.

Since on our part greatest importance is attached to the start of construction work for the II. Buna plant as soon as possible, I should like on the basis of above statements to request that further negotiations be entered at once with the I.G..

+ 2 -

Furthermore I request to keep our office posted in regard to the extent to which, on the basis of negotiations sofar conducted within the Economic Group Vehicle - Industry, the whole vehicle - industry is prepared to participate in the financing of the II. Buna - plant.

By order of
signed: Loeb
Colonel of the General Staff and
Chief of Office

I certify that the above document is a true and correct copy of the original copy, which is in the hands of the Prosecution.

Nuernberg, 5 December 1947

signed: Dr. Bernat
Dr. Erich Bernat
Attorney - at - Law and
Notary

Reichs Group Industry

Reichsgruppe Industrie
Berlin W 35, Tirpitzufer 56-58 Telephone 218321
Cable address:
Reichsindustrie

To the

I.G. Farbenindustrie A.G.

Berlin NW 7
Unter den Linden 82.

| | | |
|---------------|----------------|----------------|
| Your file No. | Your letter of | Our file No. |
| | | 4550 IV/8170 K |
| | | Date |
| | | 18 June 1937 |

Subject: Conference on 24 June 1937

By order of the chairman of our committee for money, banking and credit questions, Dr. JESSEN, I herewith beg to invite you to a conference held in a restricted circle about questions of financing within the compass of the 'our' war plan

on Thursday 24 June , 3.30 p.m. in our office
rooms Berlin, W. 35 Tirpitz-Ufer 56.

The reason for that conference is the need for finding a way for the financing of the second Buna plant, which involves questions of a fundamental nature. I deem it very important that the I.G. Farbenindustrie be represented at that conference.

(page -44- of original)

Heil Hitler!
Reichs Group Industry

The manager:

signature .

I herewith certify that this document is a true and literal copy of the original which is in possession of the Prosecution .
Nuernberg, 5 December 1947

(signed:) Dr. BERNDT
Dr. Erich BERNDT
Attorney-at-Law & Notary.

This page is to be inserted after Page 44
in Document Book V ter Meer.

23 June 1937

Note for Herr Dr. Buhl.

The Reich Group Industry was informed that the gentlemen of I.G. were prevented from attending the meeting on 24 June. Thereupon the Reich Group observed that President Lange of the Office for Raw and Synthetic Materials was urging the discussion of precisely the point that had been mentioned.

Berlin is now enquiring whether Dr. Kersten or Attorney Gierlich should not attend the meeting - solely for the purpose of obtaining information.

Handwritten remark:

After discussion with ter Meer
I.G. is not to participate.
23 June. signed: E (for Buhl)

I certify that the above document is an exact and true copy of the original which is in the possession of the prosecution.

Munich, 5 December 1947

signed: Dr. Berndt
Dr. Erich Berndt
Attorney and Notary.

CERTIFICATE OF TRANSLATION

9 March 1948

I, John FOSSBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book V ter Meer No. 216.

John FOSSBERRY,
No. 20179

Stemp: Registered

Reich Ministry of Economics,
c/o/Oberregierungsrat ROEMER

Berlin
Taubenstrasse 16

Buna-contract
Schkopau

Sektr. Min.Rat
Dr. BUHL

16 March 1940

Dear Oberregierungsrat,

/to/ In conformity with our agreement we beg to forward you in the enclosure the draft of a loan agreement in 6 copies, meant to replace the agreement of 1937 which is to be cancelled. As you see from the draft, we are, in compliance with your wishes, prepared to increase the capital of the company Buna-Werke G.m.b.H. to 100 millions Reichsmark. We thereby anticipate that in accordance, with the decree of the Reich Minister of Finance of 21 January 1937

S. 1966 B - 615 III

S. 5114 - Sch.21 III

now no in the past
no corporation tax will be collected for reasons of fairness for the credits used in excess of the capital of the company.

As far as the availment of the further cash credit promised by the Reich, to the amount of RM. 22 millions is concerned, we beg to inform you that we shall not need this credit before the first half-year 1941.

Heil Hitler!

I.G.Farbenindustrie Aktiengesellschaft

Copy
with encl.
Dir.Dr. ter MEER,
Dir.Dr. AMBROS,
Dr. OENCKER,
Dr. BERGFARDT,
Dir.Dr. STRUSS.

signed Dr. BUHL (Stamp signed
by HEIDER)

Certified true copy of the original in possession
of the Prosecution.

Nuremberg, 5 December 1947 (signed:) Dr. BERNDT
Dr. Ericht BERNDT
Attorney-at-Law and Notary.

File note

about the costs of the Buna plant Schkopau.

The Buna plant has incurred, by the first construction (24-30000 tons) costs to the amount of instead

150.2 mill. RM

182.5 mill. RM

Consequently, the actual costs exceeded the estimates by

32.3 mill. RM.

The second construction (enlargement) is estimated at only 7.5 millions Reichsmark; but it is obvious that the borderline between the excess of 32.3 millions RM and the additional costs of 7.5 millions RM is completely undefined.

We are well in a position to take, in front of the Reich authorities, the responsibility for the costs of the second construction up to 40.000 tons amounting to 40.0 millions Reichsmark, compared with the estimate.

(signed:) STRUSS

29 April 1940 Z.

I herewith certify that the above document is a true and literal copy of the original in possession of the Prosecution .

Nuremberg, 5 December 1947

Dr. Erich BERNHART

Attorney - at - Law and Notary.

The Reich Minister of Finance Berlin W 8, 12 June 1940
Behrenstrasse 43
Tel.No. 1643 51

Please indicate this file No. and
the subject in the further corres-
pondence

To the

Vorstand of the I.G. Farbenindustrie A.G.
c/o Ministerialrat (retired) Dr. BUHL

Frankfurt/Main
Grueneburgplatz

Subject: Amendment of the Buna contract Schkopau.

In agreement with the Reich Minister of Finance I authorized the Deutsche Revisions- und Treuhand A.G., Berlin, to have the Buna contract Schkopau of 16 August /20 September 1937 replaced by the conclusion of a new contract with you and the firm of Buna Werke G.m.b.H. Merseburg, in accordance with the draft attached as enclosure. At the discussion in my house on 24 April 1940, you have declared your agreement to the contents of this draft.

The draft of the contract provides in par. 2 (2) that for the purpose of financing the enlargement of the Buna plant to a capacity from 40,000 to 60,000 tons per year the share capital of the Buna Werke G.m.b.H. will be increased from 50 mil to RM. 100 mil, unless the Buna-Werke are merged with the I.G. Farbenindustrie AG. In case of a merger of the Buna-Werke with the I.G. Farbenindustrie I declare my explicit agreement to this amalgamation, with the proviso, that the financing of the enlargement of the Buna plant up to a total of 60,000 tons per year will remain - apart from the credit of 18 mill. RM in the enclosed contract - a concern of the I.G. I furthermore anticipate that the further enlargement of Huls up to 40,000 tons of Buna p.year will be financed without any claims to the assistance by the Reich. Moreover, I declare my readiness to waive the rights to have a mortgage registered in the land register on behalf of the claims of the Reich- as provided in par. 4 (1) - as long as those

claims are not considered as endangered.

For the rest, the enclosed contract will be concluded under the assumption that the Hamburg rubber trade is getting its share in the sale of Buna to an adequate extent.

By order

(signed:) LANDFRIED

Certified:
(signed:) WITZER

Reg. Inspektor

(Off. Seal:) Reich Ministry for Economics.

I herewith certify that this document is a true and correct copy of the original in possession of the Prosecution.

Nuremberg, 6 December 1947

(signed:) Karl BORNEMANN

Defense Counsel

Excerpt from

Der Voelkische Beobachter No. 54 of 23 February
1936.

Buna, the German Synthetic rubber.

The I.G. Farbenindustrie is taking advantage of the International Automobile and Motorcycle Exhibition Berlin 1936 to inform the public about the achievements they have reached so far in the field of synthetic rubber production. For this the exhibition offers a particularly good opportunity, as the modern motor vehicle is to-day with its tires the main rubber consumer. The unique qualities inherent to soft rubber, namely the stretching elasticity and flexibility, together with a great fireproofness, has resulted in rubber being increasingly used, apart from the tire production, as material for construction in the manufacture of motor vehicles.

.....

With the drop in the price of natural rubber the attempt was made to evolve categories of Buna which would possess better qualities than natural rubber. Technical development continuously increases its claims on the synthetic material rubber, which can be met by the natural product only with difficulty or not at all. In this connection it is important to state that

improvements in quality

of Buna have succeeded.

.....

The new Buna material, the composition of which is somehow different of that of natural rubber, has, of-course, also different processing characteristics. The rubber industry, used exclusively to the processing of natural rubber, has in the course of the past year learned how to process this material too. In joint experimental work with the I.G. Farben-

dustrie very valuable progress has been achieved in this field too. The Reich Postal Service, Reich Railway Administration and Wehrmacht have furthered the production by placing contracts.

.....

C o p y

The Local Court
 5 H R B 92 (Trade Register B 92)

Merseburg, 10 March 1937.

In the Trade Register B No. 92 the following entry was made to-day:

Col. 1: 1

Col. 2: Buna-Werke Gesellschaft mit beschränkter Haftung, Merseburg.

Col. 3: Object of the undertaking is the manufacture and distribution of synthetic rubber (Buna), as well as the manufacture or preparation and the distribution of other products which are technically or economically connected with the production of Buna.

The Company is entitled to set up branch establishments and to participate in other enterprises or to acquire such.

The Company is forbidden to carry on banking business.

Col. 4: 30 000 000 Reichsmarks.

Col. 5: The following are appointed managers:

1. Dr. Fritz ter Meer in Frankfurt on the Main
2. Ministerialrat (Ministerial Councillor, retired) Dr. Bernhard Puhl in Frankfurt on the Main.
3. Dr. Max Ilgen in Berlin.

As deputy managers:

1. Director Paul Dunsker in Frankfurt on the Main.
2. Dr. Otto Ambros in Ludwigshafen on the Rhine.

Col. 6: The following are appointed Prokurists:

1. Diplomingenieur Wilhelm Biedenkopf in Merseburg.
2. Analytical chemist Dr. Carl Wolff in Merseburg.

Col. 7: Gesellschaft mit beschränkter Haftung (Limited Liability Company). The Articles of Incorporation were drawn up on 15 November 1937. The life of the Company is not limited to a definite time. In representing the Company two managers must act or one manager together with a Prokurist or two Prokurists jointly.

Col. 9: 5 Trade Register B 92. 10 March 1937.

(signed:) Bonath.

Col. 10: The Articles of Incorporation are Page 6 fol. of the Register Files.

Ministerialrat

Dr. Bernhard Puhl.

in Frankfurt a.M.

by order
 signed Tauberauch

Judicial Clerk.

Excerpt from:

"Frankfurter Zeitung" No. 241 dated 14 May 1937.

"Duty on Commercial Rubber (Rohkautschuk).

Revenue for financing Buna plants settled:

(Private telegram of the Frankfurter Zeitung).

Berlin, 13 May. "With reference to the announced introduction of duty on commercial rubber, the competent authority gives the following information:

"To promote the manufacture of synthetic rubber (Buna) is one of the most important tasks of the Four Year Plan. The considerable expenses for the erection of the Buna plants can be defrayed only, in part, by the industry. To guarantee the complete financing, it is necessary to appropriate Reich Funds. This money will be acquired by a charge on commercial rubber imported from abroad. The duty which was fixed first of all at 125 Reichsmarks for a 100 kilograms (De zentner) will be raised or lowered in the event of more marked fluctuations in the price of commercial rubber, so as to keep the price on the home market for commercial rubber and also for rubber manufactured goods as level as possible all the time. The revenue from the new duty is for a fixed purpose; it serves, as already mentioned, merely the financing of the Buna plants to be newly erected. When the purpose for which it is intended has been fulfilled, it is anticipated that the duty will be lifted again."

I.G. LUDWIGSHAFEN.

Information Service Telephone No. 3223.

DEUTSCHE BERGWERKE - ZTG. (handwritten): 154 m 5.7. 38 C

Chemische Werke Huels G.m.b.H.

New Enterprise.

Berlin, 4 July. (telegram). The "Chemische Werke Huels-G.m.b.H." has been entered in the Trade Register of the Local Court Recklinghausen. In the case of this undertaking it is a question of an important new development in the Ruhr area, for the Company is backed by a share capital of 30 mill. RM. The manufacture and distribution of chemical products is indicated as the object of the undertaking. It is worthy of note, in this connection, that, according to the certificate of incorporation, Dr. Otto Ambros, analytical chemist, Ludwigshafen, is designated as manager of the new Company. It is known that Dr. Ambros is manager of the Buna-Werke G.m.b.H., Merseburg which is working on the raw material basis of lignite in accordance with the process of the IG Farbenindustrie. Further, Director Bruening who is a member of the Vorstand of the Hydriawerk Scholven A.G., a subsidiary company of the Hibernia, is also designated as manager.

C o p y

from the paper "DIE CHEMISCHE INDUSTRIE", Joint Edition, No. 2
dated February 1939.

Buna tyres for all private cars.

At the end of January, Generalmajor von H a n n e k e n, who is responsible for the management of industrial raw material in the Four Year Plan, made a sensational statement. He spoke before a Course of the Party Committee on Economic Policy of the NSDAP and said, the German manufacture of synthetic rubber has advanced so far that, in the course of the year 1939, all the private car section can be turned over from natural rubber to Buna tires. At the same time, through improvement of the process and the yield, it has become possible to lower the costs of production of Buna considerably. The report of the start of mass-production in the Buna factory Schkopau coincided with this announcement. Four Years ago the foundation stone was laid in the vicinity of the village of Schkopau for the Buna factory which came into existence there. After a year, small but regular production could be started, with the extension of the Buna factory the start of further manufactures in all the spheres of modern chemistry ensued. Now the Bunawerk Schkopau is within a few weeks of taking up of the manufacture of Buna on a large scale, for which all the necessary buildings have been erected and plants furnished.

If one wishes to assess the economic significance of the change over to Buna, announced by Generalmajor von Hanneken, then one must consider that the German tire industry in 1937 spent up to 181 Mill. RM for raw materials

and half-finished goods. In the same year, $2\frac{1}{2}$ million tires for private cars, approximately 1 million tires for motor-bicycles and $1\frac{1}{4}$ million tires for trucks and delivery vans were manufactured.

From the point of view of raw material the change over of the private car section to Buna will work out something like this, a quarter of the previous German rubber requirements which in recent years reached approximately 100 000 t will be replaced by Buna. It is known, however, that even by the time the Volkswagenwerk opens the production of synthetic rubber will have increased to such an extent that Buna will be used exclusively for the manufacture of all tires and all other rubber parts of the KdF (Strength through Joy) - car.

Additional Buna works are still in construction. Efforts to bring the price of synthetic rubber more and more into line with that of natural rubber go hand in hand with the extension of industrial mass-production.

Certified true copy of above document.

Munich, 29 December 1947.

signed: Karl Bornemann

(Karl Bornemann)

Counsel for the Defence
before Military Tribunal VI.

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT.

Information Office.

From the Frankfurter Zeitung, Frankfurt/M., No. 232 dated 8 May 1939.

Buna works in Full Swing.

(Private telegram of the "Frankfurter Zeitung").

Halle 7 May. At the invitation of the I.G. Farbenindustrie, the editors of the Technical Literary Society paid a visit to the first German Buna-works which has been set up in Schkopau near Halle. The works, the third anniversary of the establishment of which occurred a short time ago, have been started on full-scale production in the first building provided, as already reported. Director Dr. Ambros welcomed the guests in the new students' House of the works and gave an insight into the chemistry and technique of the extraction of synthetic rubber, according to the German Buna process. Things had gone so far now that the introduction of Buna in practice even in great quantities was definitely justified on the manufacturing side. All German tire factories were manufacturing Buna tires to-day, which, in their quality, were at least up to the standard of natural rubber tires used formerly, and in part really superior. As regards other rubber articles, Buna was gradually coming to the fore everywhere. The price of production, it is true, was still in excess of the price stipulated by the modern plantation management for natural rubber. However it is to be anticipated

that Buna, on account of its superior quality, will make up for this difference in practice. Apart from this, it has been possible from month to month to increase the yield at the different stages of the process and in that way to decrease the specific waste of energy too. An experimental plant for 200 tons a month preceded the new B&E plant, which made it possible for the German India-rubber factories to get accustomed to the new material. Among other things, the result of the collaboration of the India-rubber industry with the Leverkusen Rubber Research Institute in Leverkusen was the so-called decomposition process in which synthetic rubber is reduced to a condition favorable for working it, which, in the case of natural rubber, is achieved by roughing down. Thereby, the initial working difficulties have been almost completely overcome. The Bunawerk Schkopau is working on the raw material basis of coal and lime. Another Buna works under construction will convert the waste hydrocarbon of petroleum plants into acetylene through a new electric ray process, therefore not using carbide as a basis.

After a tour of some parts of the works, Dr. Scarius reported on the social arrangements and achievements of the plant, which among other things, comprise an extensive dwelling-house building programme. About 230 dwellings belonging to the works and 380 promoted by the works are already available; a further 300 dwellings and 50 settlements will be added in the course of this year. By 1942 a further 300 dwellings and 100 settlements will be erected.

Certified true copy of above document.

Euernberg, 30 January 1948.

signed: Dr. Berndt.

COPIES

I. G. Farbenindustrie Aktiengesellschaft, News Office

from "Berlin Weekly" No. 19 of May 1939

"Buna" - Germany's Synthetic Rubber.

A visit to "Buna" Factory.

(BW) The "Buna" factory with its enormous chimney and gigantic steel towers, rising from the green meadows of Northern Germany so high as to almost reach the clouds, is a wonderful sight when it is considered that it has literally "grown up" within the short space of 3 years.

But this brief span of time might give a false impression of this great project. The research work previously made in order to determine the chemical composition of caoutchouc, the sap of the so-called "Hevea" or "Manihot" tree, was in itself a very difficult problem. Even more tedious and time-consuming were the labours undertaken to produce a synthetic material having the same remarkable properties of rubber. In the course of time, however, the German chemists went on trying not to imitate Nature, but to produce a new artificial material possessing all the inherent properties of rubber, without its technical defects.

The "Buna" factory started with the manufacture of carbide, that is to say, melting together carbon and lime with the aid of electric current. The plant is now in a position to produce and deliver "Buna" in large quantities. The short time in which all this has been accomplished does not mean that the task has been an easy one. It was first necessary to put into operation an experimental plant, in order to test the technical and practical values of "Buna", especially in connection with its adaptability for automobile tires, etc. In this factory no other material than "Buna S" will be produced, though other various kinds of artificial rubber have been

- 2 -

discovered by the German chemists, for long experience has shown that "Buna S" as a material for automobile tires stands in a class by itself. In spite of all the efforts which have been made by foreign manufacturers in the field of synthetic rubber, Germany is the only country which so far has been able to produce large quantities of a synthetic rubber for the manufacture of tires. Naturally, the most economic method was employed, and is still being improved. Although the present price per kilo of "Buna S" is still higher than the world market price of raw india-rubber, this difference in price is off-set by the fact that automobile tires made of "Buna S" do not wear out so quickly and have a much longer endurance.

It stands to reason that the new "Buna S" plant is built on the most modern lines. For instance, the apparatus which generate a large amount of heat, as in the carbide factory, or from which possibly may evaporate poisonous gases, are in the open air and are not enclosed in stone walls. The chemical processes and the results of them are registered on switchboards, which are in charge of an expert workman. The workman of this plant are often to be seen clad in a hood, smoked glasses, a rubber sponge in his mouth and with asbestos gloves. The materials are passing through a net-work of tubing, until finally the visitor can see to his great surprise through a window a small milk-white material flowing out of the last reaction retort, for "Buna" is produced in the form of "milk" just as natural caoutchouc taken from the tropical trees and afterwards worked up by the use of fermenting acids.

- 50 -

- 3 -

The "Buna" material is now in a position to be exploited in all rubber manufactories. The difficulties which presented themselves have now been overcome, so that it is now possible to put the "Buna" product forward like raw india-rubber; it can be worked up and vulcanized in the same way.

The output of the "Buna" work will probably be increased by 100 % next year and it will not be long before the "Buna" works will be able to take care of a very large proportion of Germany's rubber requirements."

Dr. Fr. tor Heer
Member of the Vorstand
of the I.G. Farbenindustrie
Aktiengesellschaft.

Frankfurt a.M. 20
Grüneburgplatz

18 January 1937

(handwriting) 1010

Personal and confidential

Herr
Director Dr. H. Kuhne
with letters I.G. Farbenindustrie A.G.

Leverkusen - I.G. Plant

Dear Dr. Kuhne:

Please accept my thanks for your telephone call in Leuna on the 13th of this month and your letter of the same date, which reached me in due course.

The difference of opinion which Lieutenant Colonel Hill's noticed between the Army Procurement Office and the Raw Materials Staff regarding mass production can be explained by the fact that the Wehrmacht, realizing the existing difficulties in production and processing, is reluctant to hurry things too much, especially since it has an interest as a consumer in seeing that synthetic material is introduced with as little friction as possible. With the Regulatory Staff, however, the question of economizing foreign exchange takes first place and is especially urgent in the case of rubber, since foreign exchange in cash is needed for this. At the same time the continuation of the government's motor vehicle program and the continued employment of the automobile industry and its sub-contractors is dependent on the procurement of the necessary quantities of rubber. Consequently, the speedy erection of Schkopau and a second factory will be placed at the head of the entire Four Year Plan as an urgent minimum requirement.

Therefore, the difference of opinion is only an illusion, since the two offices base their arguments on different presuppositions. In any case, the information you gave me was very valuable and enabled me to see matters more clearly.

We are now confronted by the very urgent task of providing engineers and chemists for the construction of two tung factories. I wrote a week ago about the engineers, while a similar letter requesting the necessary chemists is being sent to you today. I shall give confidentially information about further details to a small group of men in the meeting set for Friday. I should be very grateful if you would kindly grant me your full support concerning the procurement of the engineers and chemists.

Cordially yours,
signed: ter Meer

O K 7/ Economic Armament Office

4 copies
3rd copy

S E C R E T

H U B E R

and

THE SUPPLY SITUATION IN WARTIME

Prepared by: 1st Lt. Dr. Medler
Completed: End of March 1941

R E P O R T

From Doc. NI 6194 "Rubber and its Procurement in Wartime"

....

II.

Military Economic Prover Measures

Measures taken by the Staff (Economic Armament Office) for the economizing, importation and ordering of stockpiles of natural rubber.

....

- 1.) The procurement of rubber for the German rubber industry was greatly hampered by the lack of foreign exchange. The impetus given to the German economy after 1933 and the great increase in production which occurred after this time, especially in the motor vehicle industry, caused the consumption and thereby the importation of rubber to rise steadily in spite of this. The foreign exchange provided was hardly enough to satisfy the growing demands of the Wehrmacht and industry, but prevented industry and commerce from laying up larger stockpiles, especially the necessary stockpiling for a possible war.

....

Applications for Foreign Exchange to be Provided for the Purchase of Stockpiles.

- d) The Military Economic Staff (Economic Armament Office) has repeatedly and continuously requested an increased amount of foreign exchange for the purchase of natural rubber and for preparing a large stockpile. Large-scale stockpiling was not possible because of the unfavorable attitude of the offices in charge of the allocation of foreign exchange. All that was achieved was that early in 1936 the Reich and Prussian

Minister of Economics gave the order to 3 Hamburg firms to keep 550 tons of rubber available for the Government at all times as a national reserve. He informed the Military Economic Staff about this on 17 June 1937. Since at this same time (17.7.1937) wartime requirements were given as 500 tons a month for tires and 370 tons a month for technical articles for the Wehrmacht, the stock did not even cover the Wehrmacht's needs for one month of war. For this reason an agreement was reached between the Reich Ministry of Economics and the Economics Staff (Economic Arrangement Office) on 8.12.37 to the effect that in case of war (A-Fall) the control of the raw materials on hand and the production planning connected with this would have to be handled from one office in very close cooperation with the Economics Staff and the Ordnance Office. The Supervisory Office for Rubber and Asbestos, which was later to be reorganized into a government office, was appointed for this purpose as the most suitable agency, since by exercising the same control as it did in its peacetime management, it would also be in a position in case of war to control production in the highly variegated structure of the tire factories, even in the event of a sudden increase in Wehrmacht requirements. In the winter of 1937 the stockpile in Hamburg was increased to 1100 tons. The stocks guaranteed by the Reich were further increased to the extent that on 1 September 1939 they amounted to 3000 tons. In the event of war the stocks held by dealers and manufacturers were, of course, also available for meeting requirements, and on 1 September 1939 they amounted to 14,815 tons.

Foreign Exchange Provided before the Beginning of the War.

c) As a result of the experience acquired in 1938, when because of the threatening danger of war vain attempts had been made in collaboration with the Economics Staff (Economic Armaments Office) to obtain natural rubber at the last moment from Holland, England, etc., the Reich Ministry of Economics was continuously requested by the Economics Staff (Economic Armament Office) to see to it that foreign exchange was provided for the purchase of rubber. It was not until the summer of 1939 that it was possible to buy about 16,000 tons of rubber abroad, since sufficient foreign exchange was not provided until then. Of this about 8000 tons reached Germany in the months of August to September and were made available to industry.

IV.

Meeting the Requirements
of the War Economy

2. At the outbreak of the war on 3 September 1939 the economic situation was as follows:

| | <u>Natural Rubber</u> ----- | <u>Buna</u> ----- |
|----------------------|-----------------------------|-------------------------|
| Stocks | 14,815 tons *) | 4588 tons - 19,383 tons |
| Processing in August | 8,102 tons | 1244 tons - 9,346 tons |

Since imports of natural rubber could not be estimated and since the production of buna in the last few months had amounted to about 2200 tons a month, there were enough stocks and production for about 2 months, if the rate of processing remained the same. This extraordinarily unfavorable supply situation made it necessary to take energetic steps, which was immediately done on 4.9.39. The Reich Rubber and Asbestos Office ordered the following in an Economizing Decree:

- a) a restriction of consumption
 - b) a drastic reduction in rubber orders for quality products
 - c) experimental studies for a 100% use of buna.
- *) plus national reserve of 3000 tons.

....

New Ordinances.

3.) In order to stretch out the natural rubber the maximum proportion of natural rubber for technical articles was defined as follows in December 1939, with the provision that changes were to follow in keeping with progressive developments:

Percent of amount contained in the
rubber mixture

| | Artificial Rubber | Natural Rubber |
|--|-------------------|----------------|
| | ----- | ----- |
| Trusses, support bandages, cushions | 75 | 25 |
| Cables and wires | 80 | 20 |
| Gas masks, gas protection | 50 | 50 |
| Rubber boots | 70 | 30 |
| Gloves | 50 | 50 |
| Rubber clothing | 80 | 20 |
| Pneumatic floats, etc. | 75 | 25 |
| Inner tubes | 90 | 10 |
| Packing material (washers, gaskets, etc.) | 50 | 50 |
| Transmission belts | 100 | - |
| Batteries | 60 | 40 |
| Linings and coverings | 10 | 90 |
| Oscillators | 50 | 50 |
| Ballons | - | 100 |
| Medical material | 20 | 80 |
| Cements | 50 | 50 |
| Other | 50 | 50 |

Relief of Raw Material Situation

The quotas amounted to 5835 tons for April, 5780 tons for May, 5680 tons for June. The situation was relieved by:

- a) larger imports, which amounted to 1289 tons in the second quarter,
- b) increase of home production, which amounted to 917 tons in the second quarter,
- c) captured goods from the western occupied territories, as follows:

| | |
|--------------------------|-----------|
| aa) from Holland | 2000 tons |
| bb) from Belgium | 500 " " |
| cc) from occupied France | 5000 tons |

7500 tons

Decision of the Fuehrer, Economizing Commission

2.) Since the procurement of rubber became constantly more difficult, the Chief of the Economic Armament Office made a special report on 6.1. 41 to Field Marshal Keitel on the seriousness of this situation. On the basis of this report Field Marshal Keitel made a personal report to the Fuehrer on 13.1. 41 concerning the inadequate supplies of rubber provided in 1941. Thereupon the Fuehrer ordered RM 40 million in foreign exchange to be made available for additional purchases of natural rubber and tires. At the same time a so-called Economizing Commission (Sparkommission) was set up at the Fuehrer's order under the direction of the Economic Armament Office, in which all those holding quotas are represented. This Commission has to determine by what measures rubber can be saved in manufacturing Wehrmacht equipment and in civilian production.

German - French Rubber Agreement

3.) On 17.1. 1941 an agreement was concluded with France by the Armistice Commission, according to which 26,500 tons of natural rubber are to be delivered from Indo China to Germany and Japan, 7500 cases from unoccupied France for Germany, and 34,300 tons of natural rubber, at periods stipulated in the agreement.

....

AFFIDAVIT.

I, Gerd MEYER, residing in Leverkusen-Miesdorf, Hermann von Helmholtz-Str. 62, German citizen, was duly warned that I make myself liable to punishment by rendering a false affidavit.

I declare in lieu of oath that my statement is true and was made voluntarily and without duress in order to be presented in evidence before the Military Tribunal No. VI at the Palace of Justice, Nuremberg, Germany.

On 1 April 1937 I entered service with the plant Leverkusen of the I.G. Farbenindustrie Aktiengesellschaft. After having served a 3 years' apprenticeship I was employed as a technical draftsman and have been holding the same position up to this day.

I attest to the fact that attached copy is a photographic copy of a segment from page 58 of Andreas Wandtling, issued 1937 by Publ. Velhagen & Klasing, Bielefeld and Leipzig. The scale is also photographed and copied at the lower end of the page. The point where the Buna-plant of the Chemische Werke Huels, (Sri) is located is marked on the photographic copy with red ink. For the inscription of the position of the Buna-plant Huels, page 23 of the "Grosser Conti-Atlas, Deutsches Reich und Nachbargebiete" scale 1 : 500 000, 16. Edition, issued by the Kartographischer Verlag of the Continental Gummi-Compagnie G.m.b.H. Hannover, was used. By applying the scale given on the photographic copy the distance from Huels to the Dutch border amounts to approximately 35 km = 22 English miles in a bee-line. The distance Huels-London in a bee-line is approximately 500 km = about 300 English miles.

I further affirm that the photographic copy was made under my supervision.

Leverkusen, 22. January 1948

Sig. Gerd MEYER

Certification: The above signature of Herr Gerd MEYER, residing in Leverkusen-Wiesdorf, Hermann-von-Helmholtz-Strasse 62, recognized by me and executed before me on 22. January 1948, is, herewith, certified and attested by me.

Leverkusen, 22. January 1948

Sig. Dr. Christian H. TURCK

Defense Counsel Assistant at the Military Tribunal VI Koblenz.

Supervision for Rubber and Asbestos

Berlin W 50, Augsburgstr. 38

Stamp: 27 April 1935

Telephone:

Coll. No. J 2 Olive 8281, Address: Berlin W 50,
P.O.B. 54

Post-checking account:

Berlin 20858

Banking-account: Reichs-

kredit-Gesellschaft A.G.

Berlin W 8, Behrenstr. 21

I.G. Farbenindustrie
Aktiengesellschaft,
c/o Herr Dr. Konrad,

In replying please repeat.

L e v e r k u s e n

Your sign

Your letter of

Our sign

3/31

Day

26.4.35

My Dear Dr. Konrad!

In the enclosure I am sending you an excerpt from an American magazine concerning the manufacture of synthetic rubber.

Heil Hitler!

Yours truly

signature

2/

1 Enclosure

Stamp:

Herrn:

Ktk.-Labor (Raw Rubber Laboratory)

Beschl.-Kundend. (Accelerated (?) Customer's Service)

Ktk.-Prüfst. (Raw Rubber Testing Station)

Betrieb (Plant)

Office hours only from 11-13 hours, except Monday and Saturday.

The true and correct copy of the above document is certified.

Nuernberg, 31 December 1947.

signed: Karl Bornemann,
(Karl Bornemann)
Defense Counsel at the Military
Tribunal VI.

C o p y

from an American magazine from the year 1936,

S Y N T H E T I C

R U B B E R

F O R A L L U. S.

CATHOLIC PRIEST'S INVENTION

NEW YORK, Wednesday.

The production of enough synthetic rubber to supply the United States, even in wartime, is assured through the invention of Father Julius Arthur Niewland, a Catholic priest.

This statement was made when the priest was presented with a medal to-day at the annual meeting of the New York branch of the American Chemical Society.

Describing Father Niewland's work, Dr. W.R. Bridgwater, of the Great Dupont Company, said: -

"With our practically unlimited domestic reserves of coal and limestone for the production of acetylene and of salt for hydrogen chloride, it will be possible, if a national emergency should arise, to equip ourselves quickly to produce a sufficient quantity of synthetic rubber to supply the needs of the nation."

Father Niewland said that with the aid of chemicals, he actually made in his laboratory better synthetic rubber than

the real product. - British United Press.

The true and correct copy of above document is certified,

Munich, 31 December 1947.

signed: Karl Bornemann
(Karl Bornemann)

Defense Counselor at the
Military Tribunal VI

AM 29/31

I, B, Berlin SW 7

Unter den Linden 78

I.G. Farbenindustrie Aktiengesellschaft,
Rubber-Division, c/o Herr Dr. Konrad

Stamp: 25. May 1937

Leverkusen - I.G. Werk

| | | | |
|------------|----------------|------------|--------------|
| Your signs | Your letter of | Our signs | Day |
| | | Press-Dep. | 21 May 1937. |

Re: Synthetic Rubber / Foreign Press.

My Dear Dr. Konrad!

In the enclosure we transmit to you for your files some excerpts from English and French newspapers dealing with the manufacture of German and English synthetic rubber.

Heil Hitler!

Press-Department

signed: Signature

1.) Inf. to Kth.

441 Illogible stamp
Initials-----
The true and correct copy of above document is certified.

Nurnberg, 31 December 1947.

signed: Karl Bornemann
(Karl Bornemann)
Defense Counselor at the
Military Tribunal VI

" E x c e r p t

from an article in "The Observer", London, of 2 May 1937.

SYNTHETIC
RUBBER
TRIUMPH FOR CHEMISTRY
BRITAIN'S NEW INDUSTRY.

Much interest has been aroused in commercial, scientific and industrial circles by the recent announcement that synthetic rubber is to be manufactured on a considerable scale for the first time in this country.

The new material, whose chief compounds are coal, limestone, and rock salt, is to be called "neoprene" and its production is to be in the hands of Imperial Chemical Industries, Ltd. An exhibition showing the various uses to which neoprene can be put has coincided with the publication of the first book in the subject, "Synthetic Rubber," by Dr. W.J.S. Naughton, in which the head of the rubber laboratories of I.C.I., Limited, has described the history of Man's many attempts to find a substitute for what is to-day, probably, his most handicapped commodity.

.....

"Then there is another way of looking at the question. Supposing we were at war. All our rubber is imported from the Far East. Would it be a good thing to have to rely on the safety of that long sea passage for our supplies? Remember, it takes seven years to grow a crop - seven years to increase your supply to meet the demands of war. Why, the war would be over long before anything could be done about it! With synthetic rubber an extra supply could be got as fast as the

engineers could put up the plant for making it."

.....

The true and correct copy of above document is certified.

Murnberg, 31 December 1947.

signed: Karl Bornemann

Defense Counselor at the
Military Tribunal VI

Affidavit.

I, Dr. Carl Wulff, born on 8 April 1901, residing at Mari/Dr. Rooklinghausen, Leverkusenstr. 27, German citizen, was at first duly warned that I make myself liable to punishment by rendering a false affidavit. I declare in lieu of oath that my statement is true and was made to be presented in evidence before the Military Tribunal No. VI at the Palace of Justice Nurnberg, Germany.

From 1939 until 1945 I was works-manager of the Buna-plant G.m.b.H. Schkopau, and as the Chief Chemist and manager of the plant I was in charge of all manufacturing and all tasks connected with it.

From the very beginning of manufacturing at the plant Schkopau in 1936 until the end of the war it was the endeavour of the management of I.G. Farbenindustrie A.G. to keep the plant in operation at the maximum of its possible capacity. Since at any time of the development of the plant its manufacturing capacity was higher than the corresponding production of raw materials, the latter were throughout the time supplemented to a considerable extent by added raw materials in form of Carbide or Acetaldehyde. If disturbances of any kind occurred, all measures imaginable were taken to maintain production at the highest level possible.

The experimental plant put into operation in 1936 and intended to yield a capacity output of 200 tons ^{per month} Buna, could increase its output to 400 tons per month in 1937 without any further enlargement of any consequence. The required amount of Acetaldehyde for this production was supplied by Knapsack. These additional amounts channeled off for Buna naturally went at the cost of other manufacturing, like i.e. solvents at Knapsack and Hoechst.

From the records yet available to me (copies of the Schkopau calculation, made out by the Chemische Werke Huels) I can see that during the first months of 1939, that is at a time when Schkopau already had a Carbide and Acetaldehyde production of its own, Acetaldehyde was still brought in, probably by Knapsack. I notice further from these records that in the years 1941-1944 Carbide was brought to Schkopau in large amounts from Piesteritz, Trostberg and Sprossberg and acetaldehyde from Mueckeberg and Gendorf.

Marl/Kr. Recklinghausen, 17 January 1948.

Dr. Carl Wulff

Certification: The above signature of Dr. Carl Wulff, residing in Marl/Kr. Recklinghausen, Leverkuaenstr. 27, recognized by me, and executed before me on 17 January 1948 is, herewith certified and attested by me.

Marl/Kr. Recklinghausen, 17 January 1948.

(Stamp:) Dr. Hermann Lappe
Notary Public

| | | |
|------|-------|----|
| Fee: | 3.-- | RM |
| Tax: | 0.09 | " |
| | <hr/> | |
| | 3.09 | |

Dr. Lappe, Notary Public

CERTIFICATE OF TRANSLATION

We, Hanns E. Gleichman, AGO No. 443029, Mary Flack Perry, AGO No. 20136, Fred Salomon, AGO No. A 446622, Adolf Luschkaus, AGO No. 398010, Robert Hoffmann, AGO No. 20162, John B. Robinson, AGO No. X 046350, hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Document Book V ter Meer.

Hanns E. Gleichman
AGO No. A 443029

Mary Flack Perry
AGO No. 20136

Fred Salomon
AGO No. A 446622

Adolph Luschkaus
AGO No. 3 398 110

Robert Hoffmann
AGO No. 20162

John B. Robinson
AGO No. X 046350

Case 6
Defense

DOCUMENT BOOK VI Dr. FRITZ TER MEER

MILITARY TRIBUNAL V I

C A S E VI

DOCUMENT BOOK VI

for

Dr. Fritz ter Meer

submitted by the
Defense Councils

Dr. Erich Berndt
Karl Bornemann

Ter Meer



DOCUMENT BOOK VI Dr. FRITZ TER MEER

I herewith declare that all of the documents which are contained in this document book are literally identical with the documents which were filed with the Tribunal.

Muernberg, 28 January 1948

(signed): Karl Bornemann
Defense Counsel with
Military Tribunal No. VI

DOCUMENT BOOK VI Dr. FRITS TER MEER

TABLE OF CONTENT
TO DOCUMENT BOOK VI
for Dr. Fritz ter Meer, Case VI

| Doc. No. | Exh. No. | Content: | Page: |
|-------------|-------------|--|-------|
| 101 | | Extract from Doc. NI-9784 of the Prosecution, Book 3, Exh. 57, discussion of ter Meer with representatives of the firm of Dupont, Wilmington, USA | 1 |
| 102 | | Affidavit of Dr. Oskar Loehr on agreements made between I.G. and American firms. | 3 |
| 103 | | Affidavit of Dr. ter Meer, relative to his negotiations with American firms on synthetic caoutchouc. The report was made on 26 November 1945 for Mr. Louis Lusky, Chief, Decartelization and Planning Branch, Frankfurt/Main. | 9 |
| 104 | | Affidavit of Dr. Oskar Loehr on the Jasco agreement, and on negotiations and I.G. activities in the U.S.A. as regards Buna. | 20 |
| 105 | | Affidavit of Dr. Friedrich Ringer on the collaboration with Standard Oil (N.J.) in the field of Buna. | 31 |
| 106 | | Affidavit of Dr. Paul Strecklin, regarding discussions with Standard Oil, N.J. on Buna, as well as tire tests with Buna N made in 1934 jointly with the firm of General Tire and Rubber Co. in Akron, Ohio. In the years then following discussions with representatives of Goodrich, Goodyear, Dupont, etc. took place in Leverkusen. | 34 |
| 107 | | Affidavit of Dr. Albert Koch, on his trips to U.S.A. in the years of 1938 and 1939. The first trip had for its purpose the introduction of Perbuna (Buna N) with a number of American rubber manufacturers. The second trip was undertaken in connection with tire tests agreed upon between I.G. and Standard Oil (N.J.) in the year of 1938 and which were to establish proof on the quality and processing suitability of Buna S. | 37 |

DOCUMENT BOOK VI Dr. FRITZ TER MEER

TABLE OF CONTENT
TO DOCUMENT BOOK VI
for Dr. Fritz ter Meer, Case VI

| Doc. No. | Exh. No. | Content: | Page: |
|----------|----------|--|-------|
| 108 | | Affidavit of Dr. Albert Koch which identifies the attached memorandum "Instructions for the compounding and processing of Buna S," which covers 15 pages, a memorandum which was submitted to the firms of Goodrich, Goodyear, Firestone, U.S. Rubber, General Tire, Dupont, Standard Development Co., etc. | 41 |
| 109 | | Affidavit of Dr. Carl Wulff on experiments made in Ludwigshafen for the production of Butadene from Butane imported from the U.S.A. | 57 |
| 110 | | Affidavit of Dr. Paul Baumann on the collaboration with Standard Oil Co. (N.J.) on the 4-stage process for the production of Butadene and the technical development carried out in Baton Rouge on the electric arc-acetylene process. | 59 |
| 111 | | Affidavit of Dr. Adolf Cantelero on the developing of a new process for the production of Butadene from Butylene. Inspection of the trial plant in Oppau by several Standard Oil (N.J.) officials, in April of 1939. Information on all details of the process; Communication of the method for the analysis, dispatch of Butadene specimens to Standard Oil (N.J.). | 62 |
| 112 | | Affidavit of Dr. Ernst Struss on expenditure for experiments at the Oppau plant, in the years of 1937-1939. | 82 |
| 113 | | Affidavit of Dr. Nikolaus Reh on experiments for the direct dehydration of Butane and Butylene into Butadene and on the calculation of cost prices based on the raw materials and production situation in the U.S.A. | 83 |
| 114 | | Affidavit of Dr. Walter Daniel on experiments for the production of Butadene and on the collaboration with Standard Oil (N.J.). | 85 |

DOCUMENT BOOK VI Dr. FRITZ TER MEER

CERTIFICATE OF TRANSLATION

4 February 1948

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Index of Document Book VI Dr. Fritz ter Meer.

George GOODMAN,
No. 34789

Excerpt from
Certified copy of Prosecution
Document Book II NI - 9784, Exhibit No. 57
English Document Book Page 115.
German Document Book Page 128.

Subject: Mr. Crane's visit 1933.

(page 3 of original)

I.G. Meetings

E.I. Du Pont de Nemours & Company
Wilmington, Delaware

London Office:
BUSH HOUSE
ALDWYCH, W.C. 2

July 17, 1933 P.S.

E.K.B.

Letter No. 1097

Mr. Wendell R. Swint, Director,
Foreign Relations Department.

(page 8 of original, cont'd) (Page 9 of Document)

Meeting with I.G. Farbenindustrie July 12.

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During the course of the morning, I took occasion to explain to Dr. ter Meer the functions of Dr. W.F. Zimmerli, attached to the London Office, and received a very favorable reaction from Dr. ter Meer, who has already met Dr. Zimmerli personally. It was Dr. ter Meer's expressed idea that du Pont and I.G. Farbenindustrie should collaborate more closely on research and development ideas

(page 9 of original, cont'd) - Page 9a of Document)

and he would be glad to have Dr. Zimmerli confer with the different laboratory heads. (Although Dr. Zimmerli has already met many of the leaders in I.G. Research, he has purposely refrained from making any direct contact with them until after his first meeting with Dr. ter Meer. Accordingly, the way seems to be clear now for Dr. Zimmerli to pursue his work

Document Book VI, ter Meer, No. 101
Exhibit No.

- 2 -

through the I.G. Farbenindustrie organization).

(stamp): Special U.S. Senate Committee
Investigating the Munitions
Industry 408 Senate Office
Bldg.

I hereby certify that the above document is an
exact copy of excerpts from Document NI-9784 from
Prosecution Document Book III.

Muernberg, 19 January 1948

signed: Bornemann
Karl Bornemann

Defense Counsel at the Military
Tribunal No. VI Muernberg.

- 2 -

DOCUMENT BOOK VI TER MEER No. 101
EXHIBIT TER MEER No.

CERTIFICATE OF TRANSLATION

5 February 1948

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book VI ter Meer No. 101.

George GOODMAN,
No. 34789

AFFIDAVIT

I, Dr. Oskar Loehr, residing at Leverkusen-I.G. plant, Kaiser-Wilhelm-Allee 3, of German nationality, have been told that I am liable for punishment for giving a false affidavit.

I hereby declare under oath, voluntarily and without duress that my affidavit corresponds to the truth and was made to be submitted as evidence to the Military Tribunal No. VI, at the Palace of Justice, Nurnberg, Germany.

In October 1923 I became employed in the Uerdingen Works of the chemical plants former Weiler-ter Meer (later I.G. Farben Industry Aktiengesellschaft) as a research chemist, and worked for several years in scientific fields. Then I handled matters pertaining to patents and finally I became the head of the Patent Department of the Uerdingen Works. In October 1929, upon instigation of Dr. F. ter Meer I was sent to the United States for further training, where for the time being I continued to be active in the patent field for the I.G. Farben-Industrie; starting in the spring 1930 I studied plant practices and factory organization at the General Aniline Works, Inc., New York. In October 1930 I returned to Germany and in Leverkusen I became the assistant of Dr. ter Meer in order to mainly handle the details of the American matters for him. After Dr. ter Meer installed himself at Frankfurt on Main I was transferred there in the middle of 1933 and became the deputy chief of the Central Technical Office of the I.G. Farben-Industrie (Tech Office). Here, also, I had to handle the various problems in connection with the U.S.A. for Dr. ter Meer. In 1934, 1935, 1937, 1938 and 1939 I went to the United States both alone and in the company of Dr. ter Meer. As result of my activity I obtained a precise picture of the negotiations lead with American firms as well as of agreements made with the same; I myself helped draw up a number of the latter. The agreements mentioned on the following pages are therefore known to me:

(page 2 of original)

List of agreements concerning U.S.A.

| Date of agreement: | Contracting parties: | Subject: | Contents of the contract: |
|--------------------------|---|--|--|
| 20 April 36 | I.G. Advance Solvents and Chemical Corp., New York | Dry Products | Patent transfer from naphtho acids. |
| 19 March 28 | I.G./Igfa Insco Corporation, New York | Photographic materials | Exchange experimental and manufacturing data and excl. licences |
| 24 June 31 | | | |
| 23 Oct. 31 | I.G. Aluminum Co. of America | Magnesium | Exclusion licence and continuous exchange of experiences |
| 1 August 38 | I.G./Irwin C. Reishan, New York | Bayer Water heater | Exclusive licence and technical assistance |
| 9 April 23 15 Nov. 26 | I.G./The Bayer Co./Anthrop Chemical Co., Inc., New York | Pharmaceutical products, veterinary and disinfecting products. Products for agriculture and gardening. Insecticides, cocarates, smelling salts, intermediates products for the above-mentioned | Transfer of patents and trademarks. Continuous exchange of experiences. Technical assistance |
| April 1934 | I.G./Carbide & Carbon Chemical Corp., New York | Dissolvents, varnishes, dispersion means, brake fluids | Patent transfer |
| 27 April 36 27 May 36 | I.G./Carbide & Carbon Chemical Corp., New York | Oxymethylene Compounds | Patent transfer |
| 17 April 39 | I.G. Carbide & Carbon Chemical Corp., | Synthetic resin | Simple licence |
| 14 Aug. 31 | I.G. E. I. du Pont de Nemours & Co., Wilmington | Bayer-sulphate furnace | Simple licence |
| Febr. 32 | I.G. E. I. du Pont de Nemours & Co., Wilmington | Thiazol compounds except for dyes | Exclusive licence |
| 28 Febr. 38 | I.G. E. I. du Pont de Nemours & Co., Wilmington | Ketone-oxidation | Simple licence for the nylon field (adipic acid) |

DOCUMENT BOOK VI TER LER No.102
EXHIBIT TER LER No.

| Date of agreements | Contracting parties: | Subject: | Contents of agreements |
|-----------------------|--|--|---|
| 14 Sept. 50 | I.G./E.I. duPont de Moures & Co., Wil- mington | Monovinylacety- lene Butadiene from Monovinylacety- lene & Other derivatives from Monovinylacetylene | Exclusive licences for U.S.A. and Germany re- spectively, exchange of experiences |

DOCUMENT BOOK VI TER MIER No.102
EXHIBIT TER 133R No.

| Date of agreement | Contracting parties: | Subject: | Contents of agreement: |
|---------------------------------------|---|--|---|
| 22 Nov.38 | I.G./E.I.duPont de Nemours & Co., Wilmington | Styrol and polystyrol (including die-casting) | Exclusive production licence simple sales licence; exchange of experiences |
| 23 May 39 | I.G./E.I.duPont de Nemours & Co., Wilmington | Polyamide | Exclusive licence and exchange of data. |
| 1 January 39 | I.G./Eastman Kodak Co., Rochester, Cie. de Produits etc. Alais, Progues et Camargue, Lyon | Aliphatic and aromatic amines | Simple licence to Kodak on U.S.patent 1 982 985 |
| 13 Febr.31 1 Jan. 38 | I.G./Ellis-Foster Co and Elkyte Co., New Jersey | Urea resins | Exclusive licence to Ellis Foster and Elkyte Co. |
| 22 Dec.26 10.Jan.27 | I.G./Ethyl Gasoline Corp. | Iron carbonyl as anti-knock product | Simple licence for Ethyl in U.S.A. |
| 31 July 25 1 Dec.25 | I.G./Grasselli Dyestuff Corporation (later General Aniline and Film Corp.) New York | Dyes and intermediate products. Auxiliary products for dying. Chromium compounds | Transfer of patents, continuous exchange of experience and technical assistance |
| 13 March 36 | I.G./General Dyestuff Corporation, New York | Pigments (Molybdenot) | Patent transfer to General Dyestuff Corp., New York |
| 20 Aug.31 7 Sept.31 | I.G./Brastelli Chemical Co., Cleveland | Lithopone | Simple licence |
| 19 June 34 9 July 34 29 Dec. 39 | I.G./Hercules Powder Co., Wilmington | Ethyl and Benzyl cellulose | Exclusive licence, exchange of experiences and technical assistance |
| 23 Jan.36 | I.G./Hercules Powder Co., Wilmington | Chloro rubber | Exclusive licence for production and use |

DOCUMENT BOOK VI TSP INDEX No. 102
EXHIBIT TSP INDEX No.

| Date of agreements: | Contracting parties: | Subject: | Contents of agreement: |
|------------------------|---|----------------------------------|---|
| 18 June 38 | I.G. Hercules Powder Co., Wilmington | Acetyl cellulose | Patent transfers, exchange of ex- periences and technical aid. |
| 30 Sept. 38 | I.G. Hercules powder Co., Wilmington | Maloin acid- synthetic resins | Exclusive li- censes |

DOCUMENT BOOK VI TEB LEBR No.102
EXHIBIT TEB LEBR No.

| Date of agreement: | Contracting parties: | Subjects: | Contents of agreement: |
|--|--|---|--|
| 19 June 36 | I.G./The Koppers Construction Co., New York | Extraction of phenols from tars and/or waters | Exclusive license, exchange of experience and technical aid. |
| 30 Nov. 28 30 Oct. 28 | I.G./Mittroff, Richard & Co., New York, later transferred to General Aniline Works, Inc., New York | Solar dyes | Transfer of manufacture and sales |
| 3 Febr. 37 | I.G./Monsanto Chemical Co., St. Louis | 4-aminophenol | Simple license |
| 2 May 36 | I.G./Monsanto Chemical Co., St. Louis | Phosphor and phosphoric acid | Exclusive license, continuous exchange of experience and technical aid |
| 19 Nov. 34 18 Nov. 35 | I.G./National Aniline and Chemical Co., Inc., New York | Norol (Sculptol) | Simple license |
| 3 Jan. 36 | I.G./National Aniline and Chemical Co., Inc., New York | Phthalic acid-anhydride | Patent transfer |
| 15/26 March 32 7 Febr. 36 1 March 40 | I.G./The New Jersey Zinc Co. | Lithopone | Simple license |
| 27 March 31 9 Febr. 34 4 Jan. 40 | Pennsylvania Salt Manufacturing Co., Philadelphia | Acrochloran | Exclusive license, exchange of experience and technical aid |
| 29 April 35 | I.G./Lunchlor Inc., Philadelphia | Iron Chloride waterless | Exclusive license, exchange of experience and technical aid |
| 1 Nov. 33 | I.G./Lunchlor Inc., Philadelphia | Acid putty | Patent transfer |

DOCUMENT BOOK VI TER MEER No.102
EXHIBIT TER MEER No.

| Date of agreement: | Contracting parties: | Subject: | Contents of agreement: |
|--------------------|-------------------------------------|-----------------------------|--|
| 3 Oct.34 | I.G. Roehm & Haas Co., Philadelphia | Acryl acid and acrylestors | Simple licence and exchange of experience |
| 1 Jan.35 | I.G./Roehm & Haas Co., Philadelphia | Emulsions from alkyl resins | Exclusive licence |
| 5 Febr. 37 | I.G./Roehm & Haas Co., Philadelphia | Alkyl resins | Exclusive licence and exchange of experience |
| 31 Oct.38 | I.G./Roehm & Haas Co., Philadelphia | Alkyl ether | Simple licence |
| 12 May 39 | I.G./Roehm & Haas Co., Philadelphia | Splinter-proof glass | Simple licence |

DOCUMENT BOOK VI TER MEER No.102
EXHIBIT TER MEER No.

| Date of agreement: | Contracting parties: | Subject: | Contents of agreement: |
|-------------------------|--|---|---|
| 30 Aug.39 | I.G./Shell Development Co., San Francisco | Oxydation of petroleum esters to formic, acetic or propionic acid | Exclusive licence and technical aid |
| 9 Nov.29 | I.G./Standard Oil/Standard Oil Co. of New Jersey | Hydration agreement | Exclusive licence, exchange of experiences and technical aid |
| 9 Nov.29 | I.G./Standard Oil | Limitation of the mutual spheres of interest | |
| 30 Sept.30 | I.G./Standard Oil Development Co. | Jasco Agreement | Exclusive licence and transfer of data |
| 1 April 32 | I.G./Standard Oil Development/Deutsch-Amerikanische Petroleum-Gesellschaft | Lowering of solidifying point | Exclusive licence and exchange of experiences |
| 24/28 Sept. 6 Oct.36 | I.G./Standard Oil Co./Standard Alcohol Co. | Ethanol -Hexanol, Ethyl chloride Methanol | Exclusive licence |
| 9 July 36 | I.G./Stauffer Chemical Co., Virginia | Sulphur carbon | Exclusive licence, exchange of experience and technical aid |
| 7 Febr.38 | I.G./Thiokol Corp. | Thiokol field | Partial grant of licences |
| 29 March 35 | I.G./Unilever Ltd., London/Unilever N.V., Rotterdam/lever Brothers Ltd., Port Sunlight | Soapless detergents | Licences for sales, utilization and fabrication, ceding of U.S.A. rights to General Aniline Works, Inc. |

DOCUMENT BOOK VI TER MEER No.102
 EXHIBIT TER MEER No.

| Date of agreement | Contracting parties: | Subject: | Contents of agreement: |
|-------------------------|--|------------------------------------|---|
| 1 July 37 | I.G. Joburn Degreasing Co. of New Jersey | Drying oils from castor oil | Exclusive licence, continuous exchange of experience |
| 28 May 37 7 Sept. 37 | A.G. for Nitrogen fertilizers, Knapsack/ Union Carbide Co., New York | Dry carburation (carbide) | Exclusive licence, exchange of experience and technical aid |
| 18 May 31 | Kalle & Co., Biebrich/Viewing Corp., Chicago | Collophane gut (for sausage skins) | Exclusive licence, exchange of experience |

DOCUMENT BOOK VI TER MEER No.102
EXHIBIT TER MEER No.

In addition to the mentioned agreements the I.G. Farbenindustrie made a number of agreements not known to me in detail with various American firms for the purpose of eliminating interference processes, in which the parties of the interference process accord themselves mutual licenses on the patents to be obtained.

Leverkusen, 21 January 1948

signed: Oskar LOEHR
(Dr. Oskar Lochr)

Certificate: The above signature, recognized by me, of Dr. Oskar Lochr, reading at Leverkusen-I.G. Plant, Kaiser-Wilhelm-Allee 3, was appended in my presence on 21 January 1948, as I hereby certify.

Leverkusen, 21 January 1948

signed: Christian H. TIERCK
(Dr. Christian H. Tuorck)

Defense Counsel Assistant
at Military Tribunal VI,
Nurnberg

CERTIFICATE OF TRANSLATION

4 February 1948

I, Gerta Kanno, No. 20151, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of document Book Ter Meer No. 102.

Gerta KANNOVA, No.20151.

A f f i d a v i t .

I, Friedrich Hermann ter Meer, member of the Vorstand of I.G. Farbenindustrie Aktiengesellschaft from 1925 to 1945, after having been warned that I will be liable to punishment for making a false statement herewith state the following under oath of my own free will and without coercion:

While I was imprisoned in the Kransberg camp in 1945, I was requested by Mr. Louis Lusky, Chief, Decartelization and planning Branch, Frankfurt/Main, to submit a memorandum referring to synthetic rubber. This memorandum was handed in to Mr. Lusky on 16 November 1945. In complementing this report I prepared for Mr. Lusky an annex to the before-mentioned memorandum, in which I related my negotiations with American concerns about rubber. This annex was handed in to Mr. Lusky on 26 November 1945. The text of the annex reads as follows:

Negotiations with USA concerns about synthetic
-----rubber.-----

Owing to their highly developed motor car industry the USA had become by far the largest consumer of natural rubber; more than half of the world's production was being consumed there. It is only natural that I.G. Farben had greatest interest to exploit the buna process in the USA.

Subsequent to the main agreement which had been made between I.G. Farben und Standard Oil Co. with respect to the oil field, a cooperation between the two concerns had been agreed upon also for the chemical

- 2 -

field as far as oil products (mineral oil, its derivatives and by-products and natural gas) were to be used as raw materials. The provisions which ruled this cooperation had been laid down in the so-called Jasco agreement. The Jasco rights referred to all countries of the world except Germany.

The contracting parties had right from the beginning been in accordance that among other items the buna rights should be brought to Jasco and that, under the terms of the agreement, finished buna should be considered as the "first marketable product". With other words, I.G. Farben had to bring to Jasco the rights referring to the production of butadiene, styrene, an acrylic nitrile and the polymerisation step leading to the various buna brands. Of course Jasco was only entitled to such processes which used oil products as raw-materials. So far as butadiene etc. and buna were derived from other raw materials I.G. Farben was free in the USA, and elsewhere to deal with other concerns.

It is utterly impossible to recall in all its single phases the conversations I.G. Farben had with Standard Oil on the rubber problem. In fact, Standard Oil has at all times shown highest interest in the outcome of the rubber syntheses and has given to I.G. Farben every possible support in order to bring about the buna manufacture on the basis of oil products. I.G. Farben's keen interest in making use of its very expensive research in the world's largest rubber

- 3 -

consuming country has already been mentioned.

The following initial steps have been taken in the first thirties:

- 1.) experiments on butadiene from butane carried out at Ludwigshafen
- 2.) experiments on the so-called electric arc process carried out at Baton Rouge
- 3.) tyre experiments made by General Tyre at Akron.

ad 1) The development of natural gas in the USA and the large production of pure low-priced butane made it advisable to examine the possibility of making cheap butadiene from butane through dehydrogenation. Butane was shipped from the USA to Ludwigshafen and the dehydrogenation process studied at length in a pilot-plant. The results at that time (about 1930) were not encouraging and the work had to be given up. It was resumed later on at Oppau in a modified way (see below).

ad 2) It was known that decomposition of hydrocarbons at the temperature of the electric arc leads to the formation of acetylene. After preliminary studies of the working conditions at Oppau, I.G. Farben and Standard Oil agreed to carry out large scale experiments with natural gas and refinery gases in a pilot-plant to be erected at Baton Rouge. After several years of experimenting and expenses of more than a million dollars the process was ripe for exploitation (about 1935); the cost of acetylene according to this process could be established as being definitely lower than acetylene from carbide.

- 4 -

Nevertheless there was no practical result. Buna production after the four steps process proved to be too expensive even with a low-priced acetylene.

ad 3) After the invention of the Buna S type I.G. Farben and Standard Oil were much interested to have it investigated for tire production by a first class American tire manufacturer. Standard Oil recommended to have tire experiments carried out by the General Tire Co at Akron, a smaller but well-known company as far as high quality tires are concerned. An agreement was entered into by which certain advantages were guaranteed to General Tire Co in case buna production were to be taken up in the USA. The experiments were made in presence of a buna expert of I.G. Farben with Buna S shipped from Germany, but did not prove satisfactory (about 1933).

In 1935 I.G. Farben took up conversations about synthetic rubber with the Dupon Company at Wilmington, with the consent of Standard Oil. The underlying situation was as follows: The Dupont Co had developed Neoprene and was running a pilot-Plant with a comparatively small capacity. I.G. Farben had Buna S and N on hand and was on the very edge to start large scale production. Neither of the two concerns had any detailed knowledge of the mutual prospects of synthetic rubber manufacture. It might prove interesting for both parties to compare cost-prices of butadiene and chlorobutadiene which were both derived from acetylene and to discuss cost, behaviour

- 5 -

and use of the Buna brands and Neoprene with respect to natural rubber. It might even be advisable to provide for a cooperation in the synthetic rubber field between Dupont, Standard Oil and I.G. Farben.

Besides I.G. Farben liked to know whether the Dupont Co was willing to license to I.G. the Neoprene rights for Germany. In case Dupont would not like to do so, I.G. Farben was desirous to study the formation of butadiene through partial hydrogenation of Dupont's vinylacetylene.

The long and open-minded conversations at Wilmington had no practical result. It turned out that the Dupont Co did not believe in the possibility of replacing natural rubber by synthetic products to any greater extent because of the difference of cost-prices. The Dupont Co had very definitely made up its mind to handle the Neoprene business on the basis of a special commodity for oil-resisting articles. In this field natural rubber could not compete so that the price question was eliminated.

It was difficult to argue about the standpoint taken by Dupont. A price fighting against natural rubber was absolutely out of reach. A shortage of natural rubber had never existed since 1914 and was not to be expected in the ordinary course of things; on the contrary natural rubber suffered from overproduction, and selling prices had to be stabilized by artificial means. The problem of synthetic rubber in the USA was exactly like it used to be in Germany before unemployment and lack of currency brought about the

- 6 -

the deciding measure: protection of the rubber producing industry by import duties on natural rubber.

A scheme for a cooperation with Dupont drawn up by Mr. Howard was not taken in consideration. Conversations between I.G. Farben and Dupont continued in Germany in 1936 when rubber experts of the Dupont Co visited the Leverkusen works and got further informations on the buna brands. The only practical result was a license from the Dupont Co to I.G. Farben for the making of butadiene from vinylacetylene; this process proved to be not advantageous and was not used. Nevertheless the contact with the Dupont Co in the rubber field was maintained throughout the following years.

In 1936 (?) the Goodyear Co asked for a license under the American Buna patents by one of their technical men when visiting Germany. The conversations gave us the impression that the chemical department of Goodyear was keen on experimenting with Buna, but that the Goodyear Co had no intention to take up Buna manufacture of any considerable size. A similar request came in these years from the Goodrich Co, but was equally turned down for the same reason. In view of the great difficulties to come to a reasonable production of Buna in the USA it did not seem advisable to split up the efforts and to run the risk that Buna might be discredited by uncontrollable experiments.

- 7 -

In 1937/38 I.G. Farben started Buna manufacture at Schkopau. As already stated above it proved very satisfactory. Furthermore the "thermische Abbau" had been invented (see above) according to which the handling of buna in the rubber goods works had become much easier. German tire manufacture using a certain percentage of Buna proved satisfactory. With these assets on hand I.G. Farben looked forward to make a new step in the USA.

Along with other research the Oppau works had started experiments with the chlorination of hydrocarbons. A new method for making butadiene had been hit upon which, if successful, would be of high potential value for the USA. A pilot-plant was erected in which the chlorination of butane and butylene and the splitting-off of hydrochloric anhydride was studied. As there was no use to be expected for the large quantities of by-product hydrochloric acid its reconversion into chlorine according to the Deacon process had to be worked out likewise. It may be mentioned that this method of making butadiene had no chance whatsoever to be used in Germany because of the high price level for butane and butylene. But with American prices the picture looked very promising for obtaining a butadiene at lower cost as could be derived from acetylene.

When these experiments had come to a certain conclusion (summer 1938) the permission of the Berlin authorities was asked for to proceed with Buna manufacture in the USA. It was given some time later. In November 1938 I went over to the USA accompanied

- 8 -

by Dr. Mueller-Gunradi of the Oppau works and Dr. Lochr. Dr. Mueller-Gunradi was to take up conversations with Standard Oil's technical staff in order to discuss technical possibilities and to establish the cost of butadiene from butane or butylene under the conditions existing in refinery plants of Standard Oil. It may be stated in advance that these calculations proved satisfactory. With butylene from cracking-gases a butadiene price could be calculated which was definitely cheaper than any price so far established from acetylene. This does not yet mean that Buna would become cheaper or break even with natural rubber. But the price difference had become considerably lower than ever before. In a meeting of the board of directors of Standard Oil I drew a picture of the whole situation. As far as I remember the conversation pursuant my report dealt mainly with the following suggestions:

1. To approach the main American rubber goods manufacturers and to invite them to make tire experiments with Buna S.
2. In case these experiments should prove successful, to work out a scheme by which the rubber companies would guarantee to take delivery of a quantity of Buna to be fixed over a period of years to be agreed upon.
3. To manufacture butadiene at one of Standard Oil's plants using butylene as raw-material.
4. To manufacture Buna S (and perhaps Buna N)

- 9 -

at a location where sufficient supply of pure water was available in order to perform the polymerisation in emulsion with highest efficiency.

5. To invite the Dupont Co to share in the manufacture on a basis to be agreed upon.

My impression from this meeting was that all present were in favour of taking a definite step for Buna production, but that the majority was not very optimistic as to the outcome of the conversations to be taken up with the rubber companies. At any rate assent was given to go ahead.

The five rubber companies Firestone, Goodrich, Goodyear, U.S. Rubber and General Tire were visited and the whole scheme of buna manufacture thoroughly discussed with them. It happened to be that tires with a natural rubber carcass and a Buna S tread were met with interest because at that time the carcass outlived the ordinary natural rubber tread. Buna S for tyre treads might therefore afford a somewhat higher price. All of the five companies were ready to start at once tire experiments with imported Buna S, in order to satisfy themselves of the 30 % superiority of Buna S with respect to abrasion resistance. Road experiments were decided upon in order to find out whether this superiority could be proved under American road and climate conditions.

Of course with this situation arrived at the whole question was not yet solved. Goodrich and

- 17 -

- 10 -

Goodyear were especially keen on making their own requirements of Buna S themselves from butadiene bought from other chemical or oil concerns. For the time being this did not seem advisable because the volume of Buna required for specialty high price tires was not large enough to be split up into several units. Detailed discussions about this question and the guaranteeing of a minimum quantity of Buna to be taken per year were postponed until after the outcome of the tire experiments.

The Dupont Co was informed about the steps which had been taken.

In summer 1939 we were informed that the tire experiments on the whole looked promising.

After many years of efforts the way to Buna manufacture in the U.S.A. seemed at last cleared. In autumn 1939 Dr. v. Knorrim and myself were on the point of going over to the U.S.A. in order to come to final arrangements. At this moment the war broke out.

In September 1939 the Hague meeting took place between Standard Oil and I.G. Farben about which there is reported separately.

At a meeting at Basle in May 1940 I had an extended conversation with Mr. Howard of Standard Oil with regard to the further exploitation of the Buna rights in the U.S.A. As far as my recollection goes, Mr. Howard outlined the proposed procedure in licensing several U.S. companies on the basis of a percentage of the sales value of Buna produced in the U.S.A. Furthermore the question of supplying know-how has been raised. In this respect I.G. Farben was, under the prevailing conditions, unable to comply with Standard Oil's request.

This statement is made without any files on hand and may therefore be incorrect and incomplete as to dates and as to details of minor importance.

Kranberg, November 26th, 1945

signed: Dr. Fritz ter Meer
(Dr. Fritz ter Meer)

- 18 -

Document Beck VI ter Meer No. 103
Exhibit No.

- 11 -

I hereby certify that the above memorandum is a correct copy of the draft which I prepared in my own handwriting on November 26th 1945, the original of which has been handed in to Mr. Louis Lusky, Chief decartolization and planning branch, Frankfurt/Main.

Muenberg, 21 January 1948

signed: Dr. Fr. ter Meer

Dr. Fr. ter Meer

The above signature of Dr. Frits ter Meer, I.S.D. identified by myself is hereby certified and witnessed by me.

Muenberg, 21 January 1948

signed: Dr. Berndt

DR. Erich Berndt

- 19 -

AFFIDAVIT

I, Dr. Oskar Lechr, Leverkusen-Bayerwerk, Kaiser-Wilhelm-Allee 3, Gorman, have been warned that I shall be liable for punishment for making a false affidavit.

I declare on oath that my statement is true, made voluntarily and without coercion, in order to be submitted as evidence to the Military Tribunal No. VI in the Palace of Justice in Nuernberg.

I joined the staff of the Werk Uerdingen of the I.G. Farbenindustrie Aktiengesellschaft in October 1923 and was at first employed as scientific chemist and later as expert on patent matters (from 1927 as head of the Uerdingen Patent Department). In fall 1929 the management of the I.G. Farbenindustrie sent me to the United States, to work in the field of patents as well as within the framework of the technical works organization of the General Aniline Works Inc., New York. After my return to Germany, I was assigned to Dr. Fritz ter Meer as technical assistant and had to work, first in Leverkusen and later in Frankfurt a. Main, principally on problems connected with manufacture and licenses in U.S.A. In this capacity I came into contact with the field of synthetic rubber in 1932, and since then have dealt for Dr. ter Meer with all matters connected with the testing and evaluation of Buna in the U.S.A. In 1935 and 1938 I accompanied Dr. ter Meer on his trips to the U.S.A. and was present at nearly all conferences, which he had there about Buna. Furthermore I had conferences in 1937 and 1938 with the firm of E.I. du Pont de Nemours & Co. Wilmington, about synthetic rubber.

I. The Buna agreements situation in U.S.A.

On 30 September 1930 a contract was made between the I.G. Farbenindustrie and the Standard Oil Development Co. (a subsidiary of the Standard Oil Co. of New Jersey), which provided that new chemical processes of both parties shall be developed and exploited jointly on the basis of equal rights (50:50). The new chemical processes under this agreement have to fulfil the following conditions:

- a) crude oil, crude bitumen or natural gas must be the basic materials used and they must be complete in the sense that they yield a marketable product.
- b) they must be chemical processes, which differ from the cracking and refining of mineral oil and natural gas.

DOCUMENT BOOK VI TER MEER No. 104
EXHIBIT TER MEER No.

- c) they must not fall within the scope of an already existing agreement of 9 November 1929 (Four-Party Agreement);
- d) they must not have been commercially exploited by any of the partners prior to the beginning of this agreement.

In other words, such new chemical processes were concerned, which are based on mineral oil etc. as raw material, but which

(page 2 of original)

result in marketable products, which no longer belong to the usual sphere of business of the Petroleum industry. The processes are included in this agreement only insofar as they are based on raw materials of the mineral oil industry.

For the purpose of exploiting the above-mentioned processes a new company, the Joint American Study Company (called JASCO for short) with a capital of Dollar 800,000.— was founded, to be subscribed in equal parts by both partners. Within the framework of this company the partners are then to proceed as follows:

1) As soon as a partner can dispose of a new chemical process which he has developed, he will submit it to the other partner with all technical and commercial details and grant him an option of four months in order to decide whether the process should be dealt with, examined and further developed by Jasco. If the partner concerned does not demand this process to be brought into Jasco, the process is considered to be outside the scope of the agreement. If, however, the option is exercised, the partner who brings the process in the first place, but also the other partner, are under the obligation to assist the Jasco by all means possible in the work, in particular by placing at its disposal technical and commercial information, as well as technical experts (Article II).

2) When the examination, investigation and further development of a process by the Jasco is advanced far enough to indicate the advisability of exploitation on a larger scale, the partners of the Jasco have to grant suitable exclusive licences or licensing rights for their present and future patents including the experiences for the whole world outside Germany, insofar as they are not prevented from doing so by existing contracts with third parties. As preliminary condition for the granting of licensing rights to the Jasco the partners have to reach agreement on the following points:

- a) A definition of the process concerned has to be established.
- b) It is to be established, whether the partner who contributed the process is entitled to claim the whole of the 25 % preference licence or whether the other partner is entitled to

(page 2 of original, cont'd)

- b) a share of it. (In Article IV there are detailed provisions about the way in which the profit- and loss calculation for each process has to be computed. Of the net profit thus arrived at the partner contributing the process should, in principle, receive the first 25 % for himself).
- c) It is to be established, which partner is to have the deciding voice in the future exploitation of the process. This is determined by the terms of an agreement of 9 November 1929 relative to the demarcation of the interests of I.G. and the Standard Oil Co. of New Jersey.
- d) It is to be established, in what way possibly existing agreements which may have some bearing on the process, will have to be considered.
- e) It is to be established, how the existing sales organizations and arrangements of the partners may be used to advantage for the purpose of selling the products originating from the process (Article III).

(page 3 of original)

3) In all cases the partners shall reach agreement regarding the handling of processes brought in to Jasco; should such an agreement be impossible, the decision rests with the partner, who - according to 2b) has the power of decision or the control of the process. In the event of interests being opposed to each other, ^{the} controlling partner, however, has to give preference to the promotion of the interests of the Jasco in disregard of his own.

4) Although the partners are willing to assume clearly defined obligations, this has not been possible in all cases; hence they have had to provide for later agreement regarding procedure in future agreements (article X).

The agreement will be in force through 31 December 1947, and will not be subject to termination prior to this date.

Under the agreement the following processes have been handed over to Jasco:

- a) The production of fatty acids, fatty alcohol, etc., through the oxidation of paraffin (1930).
- b) The production of acetylene by the disintegration of carbohydrates by means of the electric arc together with the transformation of acetylene into acetaldehyde (in the gaseous state) and into acetic acid.
- c) The production of polystyrene (?) (Oppanol, Vistanox) by the polymerization of isobutylene. (On this subject a special agreement was made, 1933)

As far as can be ascertained, Buna was earmarked in 1929 for common exploitation, even before the conclusion of the Jasco-agreement, and was always considered to come under the Jasco-agreement. However, the rules of procedure as laid down in the agreement were not observed in the case of Buna (comp. 1 and 2 above).

II. Negotiations and Measures taken by I.G. in regard to Buna in the U.S.A.

a) 1930 - 1934. According to information received from Dr. Baumann (Chemische Werke Huels), the Standard Oil Co. became thoroughly conversant with the information

(page 3 of original, cont'd.)

available on the four-stage Buna process during 1930-1932 (Sodium polymerisate and emulsion polymerisate), and comprehensive cost estimates and calculations were drawn up based on acetylene for a large installation in Baton Rouge. With the collapse of prices of natural rubber, interest in the project waned, and the work was confined to the working out of the electric arc process with the object of producing acetaldehyde and acetic acid. In 1932 the development of the new mixed-polymerisate, "Buna S and Perbonan (Buna N)", was so far advanced on a small scale in Germany that Dr. ter Meer acquainted the Standard Oil with the new products and even ventilated the question with Mr. E.M. Clark (Vice-President of the Standard Oil Co.) with a view to undertaking manufacturing experiments, and also tire experiments at a first-rate tire firm in the U.S.A.

In this connection, Mr. Clark also asked which of the existing Standard agreements should be applied to Buna; it was confirmed that Buna was considered as falling under the Jasco-agreement. At first the B.F. Goodrich Co., Akron, was considered for the experiments, but the subsequent negotiations broke down because the Goodrich Company made demands regarding the use of Patents which might arise from the trials and which could not be fulfilled. At the suggestion of the Standard Oil Co., in

(page 4 of original)

September 1933 an agreement was made with a smaller tire factory, the General Tire & Rubber Co. in Akron, in which certain advantages were granted to the company in case Buna-production was begun in the U.S.A. In spring 1934, the experiments with Buna N imported from Germany were carried out with the assistance of the Leverkusen Buna expert, Dr. Paul Strecklein; however, they led to no result and produced no information which could help/solve the problem of processing of Buna.

b) Negotiations with duPont 1935.

In fall 1935, I.G. began discussion with the approval of Standard Oil on synthetic rubber with the E.I. duPont de Nemours & Co., Wilmington. duPont had evolved Neopren which, compared to Buna, could be processed more easily, and operated an experimental plant with a relatively small capacity (1935: about 50 tons per month). Neither of the two firms had an exact knowledge of the prospects of rubber production by the other. For both parties it was of interest to learn in more detail of the cost and prospects of the products of the other. In addition, Neopren seemed to be a possible consideration for I.G., in view of its more simple chemical structure, for the planned establishment of a large-scale production of synthetic rubber in Germany, and I.G. wanted to know whether duPont was prepared to license to her the rights on Neopren. If not, then I.G. was interested in purchasing the rights to the basic product of Neopren, Vinylacetylene, in order to work out from this a more simple process for the production of butadiene.

The discussion with duPont had no practical results. Indeed, duPont was prepared to license to I.G. its Neopren/^{rights} for Germany, if

- a) an appropriate compensation be found for the German licenses (transfer difficulties for cash payments)
- b) duPont be protected against competition of butadiene-rubber in the U.S.A.

In order to take into account the latter demand, a suggestion was made for the co-operation of duPont, I.G., and Standard Oil Co. which provided that, in the event of Buna being made in the U.S.A., a new company was to be formed in which the three firms named each were to hold one third of the shares. This company would receive licenses and technical data for butadiene

DOCUMENT BOOK VI TER LEER No. 104
EXHIBIT TER LEER No.

(page 4 of original, cont'd)

and butadiene-rubber from the partners, and would pay appropriate license fees to the partner concerned for the use of the patents and experiences. In addition, it was proposed that the company would not wage a price war against Neopren, but would only make butadiene-rubber when it could show lower first cost or better qualities than Neopren. The mutual opinion of duPont and Standard Oil Co. at the time was that synthetic rubber would not be considered as a substitute for natural rubber on a large scale for price reasons. Hence the synthetic product would only be used for special purposes where the question of cost was of no importance.

(page 5 of original)

The discussions between duPont and I.G. were continued in 1936 when technical rubber personnel from duPont came to Leverkusen; at that time further information on Neopren as well as Buna was exchanged. After Neopren had been finally proved by experiment to be unsuitable for tire production, the only practical result for I.G. was a license for the German patents on vinylacetylene. However, the process did not prove to be advantageous, and was not used. Nonetheless, in the following years contact with duPont was maintained.

c) 1936 - 1938.

During 1936 - 1938, practically nothing occurred relative to the possible exploitation of Buna in the U.S.A. This was due in part to the negative attitude of the German governmental offices towards revealing information abroad, in part to the fact that technical development was still in a very fluid stage. Only in 1936 Buna S was definitely chosen as the rubber for large-scale manufacture. Only in the spring of 1938 the development of the so-called "thermal reduction" (Thermischer Abbau) was ready so that it could be applied with certain success. In April, 1937, Dr. L. E. Sebrell of the Goodyear Tire and Rubber Co., Akron, visited I.G. and ventilated a number of questions on the processing of synthetic rubber. Goodyear had worked according to the patents of I.G. and considered themselves entitled to an exclusive license to the patents and experiences of I.G. on the basis of laboratory experiments. The demand for an exclusive license was refused and it was pointed out that I.G. did not yet consider the time ripe for the use of Buna in the U.S.A. Moreover, the approval of the Reich offices was a condition for any licensing action. On the other hand, the request of Goodyear for the //supplier for the raw material butadiene in the Dow Chemical Co., and thus they now had a sufficient economic foundation for taking up the manufacture of Buna. Goodyear's new request for a license was at first treated with deliberate procrastination and its discussion was finally adjourned until the fall of 1938.

d) Reports of the Standard Oil Co. on Butyl Rubber.

In the spring of 1938, Mr. F.A. Howard (President of the Standard Oil Development Co.) drew attention to mixed-polymerisate from isobutylene and butadiene which Standard Oil was studying in pursuit of work on copanol (polyisobutylene). Later Standard forwarded a laboratory specification for the product called Butyl rubber, as well as a small sample.

//supply of various Buna-brands (1 ton each) was complied with. One year later, Goodyear reverted to the matter and pointed out that they had meanwhile found a

(page 5 of original, cont'd)

A test of the sample showed that it did indeed possess elastic qualities, but that it was deficient in retaining its shape (Formfestigkeit) and, hence, could only be considered as a substitute for rubber in a few special purposes such as protective cable sheathing. Besides, the information supplied also showed that the process was still in its earliest stages, and was not practicable in its present form. In order to be able to test its application more thoroughly and to give Standard comprehensive opinion on the value of Butyl Rubber, I.G. asked for shipment of a larger sample in November 1938. This has never been placed at its disposal. For the rest I.G. carried out research work on butyl rubber and similar mixed-polymerisates, on its own; but I.G. never made Butyl Rubber.

(page 6 of original)

e) Negotiations with German Governmental Offices on the
Release of the Licensing of Buna in the U.S.A.

Goodyear's renewed license request and the pressing requests of the Standard Oil Co. in spring 1938, gave cause to explain to the German government that the time had come to license buna in the U.S.A. and that matters in the U.S.A. could not much longer be kept in hand without running the risk of suddenly being confronted with a disagreeable situation, and which could jeopardise the full exploitation of our work and rights. At a discussion in the Reich Economic Ministry, on 18 March 1938, the patent situation in the U.S.A. was presented in detail, reference was made to the danger of a complete devaluation of the patent holdings of I.G., and the raw material situation was described, which latter, in view of the new processes now being evolved for the production of butadiene from butane, or butylene, opened up the prospect of very favorable first costs for Buna S in the U.S.A. On the basis of the reports of Dr. ter Meer, Major General Lueb planned to begin negotiations in the fall of 1938. Thus, on 8 October 1938 the Reich Economic Ministry gave permission for the utilization abroad of the Buna-patents, processes, and experiences (excepting Russia, Czechoslovakia, and Lithuania). The release extended to the production and processing of Buna. The Reich Economic Ministry was to be informed of any intended negotiations relative to the field of Buna abroad, and relative to the progress of such negotiations; the approval of the Reich Economic Ministry had to be obtained prior to a final agreement.

f) Trip of Dr. ter Meer to the U.S.A. in November/December
1938.

In the fall of 1938, the Oppen experiments to produce butadiene with the aid of ether-butane were provisionally successful, and in November 1938, Dr. ter Meer - accompanied by Dr. H. Müller-Garradi and Dr. O. Lochr, went to the U.S.A., in order to investigate the technical and economic conditions for the production of Buna S in the U.S.A. An investigation of the technical possibilities of obtaining butadiene from the waste gases of Standard Oil Co. refineries, established very favorable first costs which were substantially less expensive than the butadiene which could be obtained from other raw materials such as, for example, acetylene. The calculations on Buna S, figured on the basis of these low butadiene-prices, showed that Buna S was still so expensive in small-scale production (more than twice the price of natural rubber at that time), that further development

(page 6 of original, cont'd)

of the product was out of the question, that, on the other hand, a larger output amounting to 24,000 tons per year would lead to prices which would still be higher than the price of natural rubber, but which were low enough to arouse commercial interest in Buna S on a larger scale. The undertaking of manufacture on such a scale would presuppose, however, that the suitability of Buna S under American conditions as well as the marketing possibilities were assured.

It should be mentioned in this connection, that concurrently with the investigation of the possibility of manufacturing Buna S, the estimated actual costs of manufacturing Forbunan in the U.S.A. were also checked. This was occasioned by the desire of several chemists of the Standard Oil Co. to manufacture Forbunan in the U.S.A. along with butyl rubber; there was a small market for Forbunan which had previously been supplied through imports from Germany. Investigation showed that Forbunan, manufactured on a small scale, would be relatively expensive to produce, and could only be developed in a losing price war against the Neopren of duPont which was already on the market for substantially similar applications.

(page 7 of original)

It was therefore decided, with the consent of Howard, to attach the manufacture of Perbunan to the large-scale production of Buna S. I.G. refused the suggestion to license Perbunan to third parties (e.g. Goetsch, Goodyear).

Then, at the end of November 1938, the situation was described by Dr. ter Meer in the light of the knowledge gained, and further action was discussed with the executive committee of the Standard Oil Co. The following proposals were discussed:

- a) To approach the four big producers of rubber goods - U.S. Rubber, Goodrich, Goodyear, Firestone - as well as the General Tire & Rubber Co., and to ask them to conduct practical tests of Buna S of German origin, especially in regard to tires. These experiments should, as far as possible, be conducted in such a way as to lead to a final opinion during 1939.
- b) In case the experiments had positive results, steps should at once be taken for substantial production of 24 - 30,000 tons per year of Buna S, as well as of an adequate quantity of Perbunan.
- c) In view of the existing and possibly increasing difference in price between Buna S and natural rubber, to seek ways and means to guarantee the sale of the Buna output, e.g., an arrangement whereby the rubber factories would undertake to contract for fixed quantities.
- d) On principle, the rubber factories were to have the right to hold shares in the plant to be established.

The above-named five rubber factories were then visited, given an outline of the development, and presented with the present plans for testing Buna S, as well as for the subsequent production of Buna S and Perbunan should the test results be positive. It was particularly shown that road tests in Germany had demonstrated that Buna tires, owing to the better wear of Buna S, showed at least a 30% longer life of the tread, which might well bridge the price gap between Buna S and natural rubber. All five firms were prepared to carry out tire experiments with imported Buna S, and to determine through road tests whether the 30% advantage of Buna S relative to wear resistance, also held good under American road, driving, and climatic conditions. Goodrich and Goodyear were especially interested in a

(page 7 of original, cont'd)

direct license for the Buns patents and experiences, Goodrich justified its interest by referring to the fact that it was the only large rubber factory which did not own plantations. Goodyear pointed to the work carried out in their local laboratory, and to their relations with the Dow Chemical Co. as their raw material supplier. Whereas Goodrich accepted our proposal that, after the completion of the tests, all who participated in them be given a chance to negotiate for some form of participation in the Buns manufacture, Goodyear, on the other hand, insisted on an immediate definition of attitude. Goodyear was then informed that I.G. was, for the time being, unable to discuss the grant of a license to Goodrich.

(page 8 of original)

The duPont Co., Wilmington, was similarly informed of the plans of I.G., as well as of the steps which had been taken. During the discussion at Wilmington, duPont made the suggestion of transferring to duPont the polymerisation of Buna S and Perbunan, because duPont, by virtue of its experience with Neopren and other polymerisations, was best qualified in the U.S.A. to ensure that a constant, good quality of butadiene-polymeriser would be always supplied. Without commenting in detail upon this proposal, Dr. ter Meer stated that I.G. still considered itself bound as heretofore to first negotiate a share in the production with duPont should the manufacture of butadiene-polymerisers be established in the U.S.A.

In connection with the visits to the rubber factories, the Dow Chemical Co. was also visited, where their experimental production of butadiene from gases given off in cracking processes was discussed. The conversation showed that this manufacture can not form a sufficient basis for a larger Buna S installation.

5) Practical experiments with Buna S, in the spring of 1939.

As a result of the trip to the U.S.A., in February 1939 a total of 2 tons of Buna S was sent to the U.S.A. At the beginning of March 1939, the Leverkusen rubber expert, Dr. Albert Koch, arrived in the U.S.A. to inform the five rubber factories concerned of the latest stage in the working methods for Buna S. A memorandum containing detailed information on thermal disintegration and all other details required for further processing, i.e. information on suitable mixing recipes, processing specifications, etc., were distributed to all the interested parties. The following quantities of Buna S were made available for distribution to the participating firms:

| | |
|---|-----------------|
| B.F. Goodrich Co., Akron | 453 kilograms |
| Goodyear Tire & Rubber Co., Akron | 45 " |
| Firestone Tire & Rubber Co., Akron | 248 " |
| U.S. Rubber Co., Passaic | 453 " |
| General Tire & Rubber Co., Akron | 23 " |
| E.I. duPont de Nemours & Co., Wilmington | 100 " |
| Standard Oil Development Co., Bayway | 1 " |
| | 1,325 kilograms |

(page 8 of original, cont'd)

675 kilograms were held in reserve. I.G. made no charges for the quantities given to the U.S.A.; the recipients simply paid the necessary customs duty in dollars. By several visits, Dr. Koch introduced the firms to the technique of the process. At the end of his stay, the beginning of April, all the firms were acquainted with the working methods. Laboratory experiments on the thermal reduction were properly executed; similarly experimental mixtures were prepared by the U.S. firms and the results of driving tests on the highways could be expected in late summer. Dr. Koch started on his return trip to Europe on 6 April 1939. He reported on the position of the tire tests, which induced Dr. ter Meer to postpone his trip to the U.S.A. until the fall, although passage had already been booked.

In order to continue the experiments, a further trip by Dr. Koch was planned for July 1939. However, reports received from the U.S.A. showed that preparations for the road tests were not yet far enough advanced.

(page 9 of original)

to promise conclusive results. With the approval of the relevant firms, his trip was postponed to the middle of August; however, in view of the political tension in Europe, the trip never materialized. By the beginning of August 1939, it was not yet clear whether Buna S really had the qualifications for the American market which would justify undertaking the risk of manufacture in the U.S.A. under conditions as they existed there. The practical tests which would answer this question, especially the driving tests, were not completed owing to the outbreak of war in Europe.

h) Communication of the Oppau Butadiene-Process to the Standard Oil Co.

On 12 April 1929, Messrs

F.H. Jansson,
B.J. Smith,
C.S. Windbank

of the Standard Oil Co. visited the installation at Oppau for the extraction of butadiene from chlor-butane; this visit occurred at the invitation of I.G. The process was explained with all its details to the technical personnel of Standard Oil Co., and the whole installation was shown to them. Even prior to this visit, an exchange of information on this butadiene-process had taken place.

i) Refusal of I.G. to submit its Know-how for Buna to Standard Oil Co. after the outbreak of War.

In September 1939, a conference took place at the Hague between Mr. Howard and the representatives of I.G. (Dr. L. Braun and Dr. P. Ringer), at which the effects of the outbreak of war upon the various problems related to the Standard agreements were discussed. Inter alia, agreement was reached on the modification of the Jasco-agreement. I.G. withdrew from Jasco and Standard Oil took over the capital stock of I.G. Jasco, i.e. Standard Oil Co., was allotted the U.S.A., Great Britain, and the British Empire, as well as France and its colonies, as its exclusive spheres of interest. In addition to Germany which was reserved to I.G. under the original contract, I.G. had the remaining countries of the world. At the same time, Mr. Howard demanded the transfer of all patents in the production fields handled by Jasco (including Buna) for the U.S.A., Great Britain, the Empire, and France, plus the surrender of the Know-how for Buna. Both requests were internally discussed on

(page 9 of original, cont'd)

numerous occasions by I.G., and the decision was that, under the conditions then existing, i.e. those caused by the state of war, it was not possible to give information on Buna to the U.S.A. The transfer of the Buna patents to Jaser was agreed to. The outcome of the internal discussion was then discussed by Dr. ter Meer and Brutelesch with General Thomas of the Military Economic Staff, and a day or two later they were discussed with Ministerialdirigent Mulert of the Reich Economic Ministry. The result of the discussion with General Thomas was that the transfer of the patents was granted in principle, and the surrender of the know-how was held to be inadmissible. On the strength of this attitude of the Military Economic Staff, only the permission for the transfer of the patents was sought at the Reich Economic Ministry. The negotiations were then confirmed in one letter each to the Military Economic Staff and the Reich Economic Ministry, whereupon written permission for the transfer of the patents was issued on the 11 or 12 October 1939. The attitude of I.G. was conveyed to Mr. Howard in the following cablegram:

(page 10 of original)

"As agreed, we will transfer Bunn patents for the Jasco territory. Documents are now being prepared and will cover the following processes;

- 1) Various processes for the production of butadiene
- 2) Polymerisation of butadiene and the production of mixed-polymerisers with styrol and acrylnitril
- 3) Transformation of raw polymerics into commercial Buna
- 4) Production of monomeric styrol and acrylnitril as components for the production of butadiene-mixed-polymerisers.

In reply to your question relative to technical information, we must report that under present conditions we are unable to give such information. As discussed between us, we would ask you to speak with Wilmington (- duPont), before you begin to exploit Bunn patents. Anilinfabrik."

According to this cable, on 13 November 1939 about 77 patents and patent applications relative to Buna were transferred.

Jasco later made a proposal as to how the Bunn patents should be licensed by her to third parties. In this connection, a number of cables were exchanged, the contents of which cannot be constructed without complete records.

k) Discussion with Mr. Howard in Basle, 3 May 1940.

A definition partly contained in the above cables which was to stipulate the extent of the rights, to be granted to Jasco in the Buna field, and/or the transfer of the patents was discussed and agreement on its scope was obtained. It turned out that, on the basis of the amended definition there was a further number of patents to be transferred to Jasco. (This transfer was effected on 12 June 1940). In addition, Mr. Howard gave intensive reports on his plans for the future utilization of the Bunn patents in the U.S.A. In this connection, the question was raised by Standard Oil as to which emulgator was used by I.G. in the polymerisation of Pertunan. Disclosure of the emulgator was refused because naming it would be tantamount to the release of know-how which I.G. was not in a position to give. Then Mr. Howard asked for process designs and offered to pay the customary commission for design work (10 % of the investment

(page 10 of original, cont'd)

value) for them. This was likewise refused by I.G., since the submission of the drawings would automatically lead to the disclosure of the processes themselves. Under prevailing circumstances, I.G. was quite powerless to do anything, and there was no point in discussing Howard's proposal with the German authorities.

Subsequent to this discussion merely a few letters were exchanged with the Standard Oil Co. touching upon questions of the Buna patents.

Leverkuisen-Bayerwerk, 7 January 1948

(page 11 of original)

Certification: Sworn to and signed before me by
Dr. Oskar Lehr, resident in Lever-
kusen-Bayerwerk, Kaiser-Vilhelm-Allee 3,
known to me to be the person making
this affidavit.

Leverkusen-Bayerwerk, 7 January 1948

signed: Karl Bornemann

Defense Counsel in Case VI
before the Military Tribunal in
Ruernberg.

CERTIFICATE OF TRANSLATION
-.-.-.-.-

5 February 1948

I, George GOODLIAN, No. 34789, hereby certify that
I am thoroughly conversant with the English and
German languages and that the above is a true and
correct translation of the Document Book VI ter
Meer No. 104.

George GOODLIAN,
No. 34789

AFFIDAVIT.

=====

I, Dr. Friedrich Ringer, residing at Fischbach near Weidenberg, Kreis Bayreuth, have been told that I am liable for punishment for giving a false affidavit. I hereby declare under oath that my statement corresponds to the truth and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice at Nuernberg.

I was born on 13 December 1900 at Neumuenster. Since 1926 I worked at the I.G. Farben Industry A.G. as a chemist. Until 1933/34 I played an important part in the development of the hydration process. From 1932/33 until the beginning of the war I mainly worked on the agreements which the I.G. made in the oil field with a number of non-German oil and other companies.

In addition to my work in the more restricted oil field I also had to work on the agreement between the I.G. and Standard Oil (N.J.) on the production of chemical products from raw materials of the oil industry (Jasco Agreement). In so far I was also occupied with the production of Buna in which case the decisions in this connection lay with Dr. ter Meer. My knowledge of what the I.G. intended to do with the Buna process abroad permits me to say that for several years before the outbreak of the war the I.G. was, without doubt, ready to release the process abroad and that in addition Dr. ter Meer took a lively interest in the utilization of this process in the U.S.A. especially in the year 1938. Already in 1934 Mr. Haslam of Standard Oil had reviewed Buna samples for purposes of getting the expert opinion of American rubber processing companies in order to get these companies interested in the production of Buna in the United States.

In 1938, after detailed conversations in USA between Dr. ter Meer and leading executives of Standard Oil and of Dupont, a solid foundation was laid for the production of Buna in the U.S.A. in cooperation with Standard Oil.

(page 2 of original)

As further substantial evidence that the I.G. had the intention of giving the Buna process to the U.S.A. I can mention the thorough and expensive tests in the years 1937 to 1939 to produce butadienes through the chlorination of butyle in Oppau, of which I have better knowledge. This new process which during the first experiments was already shown in detail to representatives of Standard Oil, was of practically no interest to Germany because of lack of the necessary raw materials while it is very favorable to the U.S.A. from the raw material point of view. These experiments, therefore, were mainly made only for the U.S.A.; through rational production of butadienes the Buna process was to become economical for the U.S.A. As the competent Dr. Mueller-Gunradt expressly emphasized to me he had undertaken the experimental work mainly with this goal in mind.

In this connection may a word, too, be said about the origin of butyl-rubber, the production of which has been of considerable importance in overcoming rubber shortages in U.S.A. Butyl-rubber is produced by polymerising a mixture of a low percentage of butadienes and isobutylene. The process for the production of butyl-rubber, therefore, practically consists in the polymerisation of isobutyle. The process for the production of isobutyle-polymerisate with its entirely new technique was completely given to Standard Oil by I.G., whereby the I.G. had sent its specialists for several months to the U.S.A. for the technical realization of the process. Without intending to minimize the discovery of Standard Oil in the production of butyl-rubber consisting in also using a small percentage of butadienes in the polymerisation, it must be stressed that this process was only made possible through a close exchange of data from experience that the I.G. had made.

Bayreuth, 22 December 1947 (signed): Dr. Friedrich Ringer

Document Register No. 2059/1947

I certify the genuineness of the above signature of Dr. Friedrich Ringer,

DOCUMENT BOOK VI TER MEER No. 105
EXHIBIT TER MEER No.

chemist, residing at Fischbach, Post Meidenberg (Upper Franconia), born on 13 December 1900 at Neumuenster/Holstein, who proved his identity through his German identity card bearing his photograph, and issued by the Landrat Office at Bayreuth on 14 May 1947, - No. B 535 468.

Dr. Ringer was informed of the importance of an affidavit.

Bayreuth, 22 December 1947

GMNr. 2059

| | | |
|---------------|------|----|
| Notary's Fees | 2.-- | MI |
| Turnover Tax | 0.05 | " |
| Co.Art. 39 | | |

signed: Dr.Theodor Goupel,
Notary.

signed: Goupel

(Public Official Seal)

CERTIFICATE OF TRANSLATION

3 February 1948

I, Gerta KANNOVA, No. 20151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book VI ter Meer No. 105.

Gerta KANNOVA,
No. 20151.

A f f i d a v i t.

I, Dr. Paul STRECHLIN, residing at Opladen, an der Robertsburg 23, a German national, presently engaged as assistant to the head of the Central Rubber Laboratory at Leverkusen and an employee of the I.G. Farbenindustrie A.G. since 1928, have been duly cautioned that I am liable to prosecution for making a false affidavit.

I declare on oath that my testimony is the truth and that it was made voluntarily and without coercion to be submitted as evidence to the Military Tribunal VI at the Palace of Justice, Nuremberg, Germany.

On 1 October 1928, I joined the Rubber Testing Department ((Kautschukprüfstelle)) of the Leverkusen works where I had to carry out the testing and practical development of Buna technically as well as of the auxiliary materials required for its processing. Temporarily I was also concerned with the problems of natural rubber processing. Since 1931, it was my special duty to develop mixed polymerization of Butadiene, e.g. Buna N and S, in respect of every possible field of usefulness, and, in particular, to have its suitability for tires tried out by driving tests. Till 1938, my office was the converging point of all experiences within the I.G. regarding development of the practical applications of Buna. Later on I took over, within the sphere of the customers' service, the Buna Group which had to advise buyers at home and abroad on all questions concerning the application of Buna. In 1943, I assumed charge of the Buna Development Department of the Central Rubber Laboratory, and at the present time I am engaged as assistant to the head of this laboratory.

On 5 June 1929, at Oppau, a conference was held between leading men of I.G. (Dr. Kroschke, Dr. Gans, Dr. Krosch) and the vice-president of Standard Oil, Dr. Howard, when, among other subjects, the practical effect in the U.S.A. of I.G.'s rubber developments was discussed. By request of Dr. Gans and Dr. Krosch, some finished synthetic rubber products were to be demonstrated at this conference. Leverkusen had sent me to Oppau, with some used Buna-tires and conveyor belt samples which had been manufactured on the basis of Butadiene-sodium-polymerization (Zahl. Buna- i.e. "numbered Buna"). The Buna samples were demonstrated to these people, together with some explanations in respect of the material.

At a conference at Leverkusen at the end of February 1932, attended by Dr. Tar Heer, Dr. Lohr, Dr. Menrad and the undersigned, a survey was given of the position of the development of new mixed-polymerizates from Butadiene with "Styrol", acrylic acid nitril, or. Isopropenylmethylketon, and here too it was stated that because of their limited plasticity it is very difficult to process the products into finished articles. Thereupon it was contemplated to approach an American factory for indiarubber goods and end to jointly undertake tests in order to bring nearer to a solution the problem of processing the afore-mentioned Butadiene-mixed-polymerizates.

Upon recommendation of the Standard Oil Co., negotiations to this end were, at first, conducted with B.F. Goodrich, Akron. When these failed in producing positive results, the General Tire & Rubber Co., Akron, was chosen, as proposed by the Standard Oil

Co., for the experiments which were to be carried out, and a corresponding agreement was negotiated with this firm.

After conclusion of an agreement between the Insoo and General Tire & Rubber Co., Akron, regarding experiments with I.G. Parbon-processed Buna, 460 lbs. of Buna N (i.e., mixed polymerizate of Butadiene and Acrylonitrile) was dispatched to the U.S.A. by the S.S. "Black Eagle" on 10 January 1934. I myself arrived in New York at the end of January 1934, and on 6 February 1934 I contacted the General Tire & Rubber Co., Akron, to begin with our collaboration. The afore-mentioned^{one} of Buna was already there, and together with Messrs. Conroy and Thies a rough schedule of experiments was drawn up, with emphasis on the tire processing of Buna N. After I had acquainted Mr. C.F. Thies, the competent chemist for the experiments, with the available data on Buna processing, the respective experiments were carried out by him, mostly in my presence, extending from 23 February to 28 April 1934. First of all, test mixtures on a laboratory scale were made and tested. It appeared that the toughness of Buna N presented the greatest obstacle to satisfactory processing. Therefore an attempt was made to increase the plasticity, and with it the workability, of Buna N by the addition of softening substances. Later on effort was made to produce larger lumps of Buna N mixture (40-50 lbs.) and to test their suitability for tire moulding as well as for^{the} tire-roller manufacture. Notwithstanding greatly varying testing conditions, no satisfactory result could be obtained, and General Tire & Rubber, in their report of 27 April 1934 on the experiments, came to the following conclusions:

- 1) Buna, unlike natural rubber, cannot be plasticized by mechanical means.
- 2) Buna cannot be plasticized through heat which causes agglutination thereby increasing the difficulties for all types of processing.
- 3) None of the softeners or alternative loading materials have proved suitable to make Buna sufficiently plastic for commercial use.
- 4) Even in small lumps pure Buna mixtures cannot be rolled at all, and with difficulty only if stretched with as much as 33-50% natural rubber.
- 5) The small amounts of tried mixture that were rolled, proved much too stiff for proper moulding and consequent use in tire construction.
- 6) Buna mixtures do not exhibit agglutinative properties, and they do not sufficiently adhere to one another or to natural rubber mixtures.
- 7) Buna requires the admixture of considerable amounts of active filling agents in order to obtain products with satisfactory physical properties. This proviso limits its use for certain "pure gum"-mixtures.

DOCUMENT BOOK VI TER MEER No.106
EXHIBIT TER MEER No.

This wholly negative attitude in the final report of the General Tire & Rubber Co., after conclusion of the Buna N processing experiments of 2 months duration at Akron, Ohio, showed clearly that further activities in the Buna field in the U.S.A. on the part of I.G. depended for their possible success on the prior satisfactory solution of the question of processing synthetic products and on the assured superiority of the finished articles (particularly automobile tires) over those made from natural rubber.

During the years after my return to Leverkusen I discussed the problems of synthetic rubber with American rubber experts who came there on a visit. On these occasions I invariably informed the visitors of the existing position of the development and use of Buna. Such discussions took place:

| <u>On</u> | <u>With:</u> |
|------------------|---|
| 24 January 1935 | Dr. R.P. Dinmore, Goodyear Tire and Rubber Co., Akron/Ohio. |
| January 1936 | Mr. G.M. Hayden, E.I. Du Pont de Nemours & Co., Wilmington, Delaware |
| 22 Jan. 1936 | Mr. F.G. Arnold, Rapid Roller Co., Chicago, Ill. |
| 26 February 1937 | Mr. E.R. Bridgwater, E.I. Du Pont de Nemours & Co., Wilmington, Delaware. |
| 19/20 April 1937 | Dr. L.S. Schroll, Goodyear Tire and Rubber Co., Akron/Ohio. |
| 12 July 1937 | Dr. G.L. Saxon, B.F. Goodrich Co., Akron/Ohio. |
| 17 March 1938 | Mr. G.L. Kibbittvel, Advanced Solvents & Chemical Corporation, New York. |
| 13 June 1938 | Dr. J.F. Basso, B.F. Goodrich Co., Akron/Ohio. |
| 21 July 1938 | Mr. Tappan, Boston Bleaching Chemical Co., Cambridge, Mass. |

In view of the strict secrecy regulations, discussions of that kind with foreign business friends were not without danger for the German participant. Thus, in the autumn of 1938, the Gestapo started proceedings against me because of alleged economic high treason in the field of synthetic rubber, said to have been committed during my activities in England. Although these proceedings were stayed in spring 1939, I remained under surveillance by the Gestapo till the end of the war.

Leverkusen-Bayer-Werke,
8 January 1948

(Paul Stocklin)

Certificate: This to certify that on this 8th day of January 1948, Dr. Paul Stocklin, residing at Opladen, an der Robertsburg 23, and known to me to be the person making the signature, signed above affidavit in my presence.

Leverkusen-Bayer-Werke,
8 January 1948

Defense Counsel in Case VI
before the Military Tribunal at Nuremberg

DOCUMENT BOOK FOR ISEER No.106
EXHIBIT FOR ISEER No.

CERTIFICATE OF TRANSLATION

5 February 1946

I, George Goodman, No. 34789, here by certify that I
am thoroughly conversant with the English and German languages,
and that the above is a true and correct translation of document
book For ISEER No.106.

George GOODMAN, No. 34789.

- 36 -



AFFIDAVIT

I, Dr. Albert Koch, residing at Cologne-Dimmwald, Mauspfad 390, a German national, have been duly cautioned that I am liable to prosecution if I make a false affidavit.

I declare on oath that my testimony is the truth, and that it was made voluntarily and without coercion to be submitted as evidence to the Military Tribunal VI at the Palace of Justice, Karlsruhe, Germany.

In 1927, I joined the Leverkusen Works of I.G. Farben, at first working in the Rubber Testing Department on the use of synthetic rubber. My particular task was the development of the methods for processing Buna with a view to the manufacture of serviceable automobile tires. I remained actively engaged in developing the technical methods for the application of Buna till 31 March 1938, when I left the I.G. Farben to join the Harburger Gummiwarenfabrik Phoenix A.G. (Harburg Rubber Goods Joint Stock Co. "Phoenix") as a member of the Board (Vorstandsmitglied) and as technical director. At present, too, I am "Vorstandsmitglied" and technical director of the Kolnische Gummiwaren Fabrik (Cologne Rubber Thread Factory) Cologne-Dauts.

While being employed by I.G. Farben I went twice to the U.S.A. to acquaint American firms with the technique of applying Buna.

My first sojourn extended from 5 March, 1938, with the object to introduce "Bunaban" into the American market and to furnish consumers with the necessary technical information on the proper processing and application of Bunaban. On this journey the following visits took place:

7 March 1938: E. I. Dupont de Nemours & Co.
Wilmington and Cornsye Point;
10/11/15/31 March 1938: Goodyear Tire & Rubber Co.,
Akron;
14/15/31 March 1938: W. F. Goodrich Co., Akron;
16/17 March 1938: Ideal Roller Co., Chicago;
16/17 March 1938: Victor Gasket Co., Chicago;
17 March 1938: Rapid Roller Co., Chicago;
18 March 1938: Arwhide Co., Chicago;
18 March 1938: Elkhart Rubber Works, Elkhart;
22 March 1938: Manhattan Rubber Works, Passaic;
24 March 1938: U.S. Rubber Co., Passaic;
24 March 1938: Okanite Cable Co., Okanite;
25 March 1938: Armstrong Lorc Co., Lancaster;
29 March 1938: Dayton Rubber Co., Dayton;
30 March 1938: Firestone Tire & Rubber Co.,
Akron;
30 March 1938: General Tire, Akron;
31 March 1938: Smithess Laboratories, Akron;
31 March 1938: Non-sch Rubber Co., Akron;

(page 1 of original, cont'd)

1 April 1938: Standard Development Co., Elizabeth;
4 April 1938: Simplex Wire Co., Boston;
6 April 1938: E.I. Dupont de Nemours, Wilmington
and Carneys Point;
7 April 1938: Electric Hose Co., Wilmington;
8 April 1938: Dunlop Rubber Co., Toronto;

DOCUMENT BOOK VI TBR NZSR No. 107
EXHIBIT TBR NZSR No.

(page 2 of original)

11 April 1938: Vulcan Proofing Co., Brooklyn;
12 April 1938: Bell Telephone Laboratories, New York.

My second sojourn in the U.S.A. lasted from 7 March through 6 April 1939, with the principal object of acquainting the large American tire manufacturers with the technical problems which arise in the processing of Buna S for tires. In this connection the following firms were visited:

U.S. Rubber Co., Passaic
B.F. Goodrich Co., Akron
Goodyear Tire & Rubber Co., Akron
Firestone Tire & Rubber Co., Akron
General Tire & Rubber Co., Akron.

In addition I called on the firms of Standard Development Co., Bayway and B.I. Dupont de Nemours & Co., Wilmington, to inform them of the development in the Buna field. 2 tons of Buna S had already arrived before me, and later German gas soot UK III as well as the "accelerator" AZ became available in the U.S.A., to carry out experiments with the same materials as those used in Germany. To introduce the technique of processing Buna S, a memorandum had been prepared at Leverkusen, with detailed information on the thermo-disintegration of Buna S as well as particulars required for further processing regarding suitable mixing formulae, processing conditions etc. This memorandum was handed to all interested parties. This sojourn in the U.S.A. was also made the occasion for following up the development of "Perbunan" and of re-visiting the firms called on during the first journey. Towards the end of my stay, on 4 April 1939, I attended a meeting of the American Chemical Society in Baltimore and gave a lecture on development work by I.G. Farben in the Buna field. For the purpose of a specific introduction to the technique of processing Buna S, the following individual visits or conferences took place:

9 and 31 March 1939: U.S. Rubber Co., Passaic,
Negotiated with: Dr. W.A. Gibbons,
Dr. S.M. Shallowed, Dr. G.A.
Hulse, R.D. Cartrell, G.E.
Gausman, Dr. H.F. Jordans,
Dr. R.E. Gerke;

13, 16, and 23 March 1939: B.F. Goodrich Co., Akron.
Negotiated with: Dr. J.L.
Semen, Dr. Carvey, H.R. Huckle,
Sauerbach, Ollmann, Taylor.

DOCUMENT BOOK VI TER MEER No. 107
EXHIBIT TER MEER No.

(page 2 of original, cont'd)

- 14 and 29 March 1939: Firestone Tire & Rubber Co.,
Akron, Negotiated with Dr. Babcock,
Dr. J.M. Stroot, Dr. Danbrook,
Morris.
- 15 and 24 March 1939: General Tire & Rubber Co., Akron.
Negotiated with C.F. Thoiss and
Dr. Conroy.
- 31 March 1939 : Standard Development Co., Bayway.
Negotiated with Dr. For E. Brelich,
Dr. T.J. Sparks, I.E. Lightburn,
R.M. Thomas.
- 1 April 1939: E.I. duPont de Nemours & Co.,
Carneys Point, Negotiated with
C. Frotto, D.R. Bridgewater,
O.M. Hayden, S.G. Bynum, H.W. Stark-
weather, H.J. Torronco, D.F. Fraser,
N.L. Cotton.

(page 3 of original)

4 April 1939: American Chemical Society, Baltimore;
5 April 1939: Goodyear Tire & Rubber Co., Akron.
Negotiated with: Dr. Sobrell.

At the first visit to the tire firms, comprehensive explanations on thermic disintegration processing and mixing specifications were given, and first experiments were arranged. At subsequent visits the experiments were continued, results were discussed in detail, and the quantitative ratio of the additional materials, sulphur and accelerator, determined afresh where necessary.

By the end of my sojourn, the firms had become familiar with the processing conditions of Buna S. Laboratory experiments on thermic disintegration were carried out correctly, and test mixtures on a laboratory scale had been produced. Experiments on a larger scale than had to be prepared, results of trial runs on highways being expected in the course of the late summer. A further journey was planned for July 1939, to carry on with the Buna S experiments. From reports of the Chemycor (Dr. Boller) however, it transpired that preparations for road tests had, at that time, not reached the stage where conclusive results could be expected. With the consent of the different firms, the new journey was therefore postponed till the middle of August.

Meanwhile the following tire factories were again visited by Dr. Boller (Chemycor) on 12 July 1939:

General Tire & Rubber Co., Akron
B.F. Goodrich Co., Akron
Goodyear Tire & Rubber Co., Akron
Firestone Tire & Rubber Co., Akron.

During the visit to Goodrich, Mr. Robertson declared that the use of Buna S was chiefly a matter of price. Prices depended on the size of future production in the U.S.A. Collaboration between producers of raw materials and tire manufacturers was desirable in principle, and Goodrich attached great importance to their participating in the technical and financial collaboration of the future Buna producers. The use of Buna S on a larger scale would be possible only if it was manufactured in the U.S.A.

In view of the political tension in Europe, the journey planned for August did not materialise. However, Leverkusen continued to act as consultants to the factories till September 1939; partly by means of visits, partly by correspondence.

DOCUMENT BOOK VI TER MEER No. 107
EXHIBIT TER MEER No.

(page 3 of original, cont'd).

By August 1939 it was not yet clear if Buna S actually possessed the properties required for the American market, which would justify the risk, under the circumstances prevailing at the time, of large scale production in the U.S.A. Owing to the outbreak of war in Europe, the decisive practical experiments to answer this question, in particular the road tests, were not completed.

Leverkusen- Baywerk, 7 January 1948

signed: Dr. Albert Koch.

DOCUMENT BOOK VI TER MEER No. 107
EXHIBIT TER MEER No.

(page 4 of original)

Certificate: This is to certify that on this 7th day of January 1948 Dr. Albert Koch, residing at Griguo-Dünwald, Muesfeld 390, and known to me to be the person making the signature, signed above affidavit in my presence.

Leverkusen-Boyerwerk, 7 January 1948.

signed: Karl Bernemann
(Karl Bernemann)
Defense Counsel in Case VI
before the Military Tribunal
at Murnberg.

CERTIFICATE OF TRANSLATION

5 February 1948

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book VI ter Meer No. 107.

George GOODMAN,
No. 34789.

DOCUMENT PER MEER No. 108
EXHIBIT PER MEER No. . . .

A F F I D A V I T

I, Dr. Albert K O C H , residing at COLOGNE-DIERWALL, MAUSPFAD 390, a German national, have been cautioned that I am liable to punishment for making a false affidavit.

I declare on oath that my testimony is the truth, that it was made voluntarily and without coercion and for the purpose of being submitted ^{as evidence} to the MILITARY TRIBUNAL VI at the Palace of Justice, Nuremberg, Germany.

I have handed in an affidavit, dated 7 January 1948, concerning my trips to the U.S.A., on page 2 of which mention is made of a memorandum with detailed information on the thermal reduction of "BUNA S" as well as separate particulars regarding suitable data for mixing, processing conditions etc.

I hereby identify the attached memorandum of 15 pages, headed "Instructions for the compounding and processing of "BUNA S" as the one I handed to the U.S.A. tire companies.

LEVERKUSEN - BAYER WERKE,
7 January 1948.

(Signature:) Dr. Albert Koch
(Dr. Albert Koch)

C E R T I F I C A T E

This is to certify on this 7th day of January 1948 Herr Dr. Albert Koch, residing at COLOGNE-DIERWALL, MAUSPFAD, ³⁹⁰ and known to me to be the person making the signature, signed above affidavit in my presence.

LEVERKUSEN - BAYER WERKE,
7 January 1948.

(- signed :) Bornemann
(Karl Bornemann)

Defense Counsel in Case VI
before the
MILITARY TRIBUNAL, NUREMBERG.

(page 2 of original)

the reaction takes place. Air temperature and time of exposure are the controlling factors for the hot air softening effect. A temperature of 115° requires twice as much time of reaction than a temperature of 130° for the same degree of plastication. In order to reach a uniform heating of the material and to avoid the disturbing heat of reaction at higher temperatures it is advisable to apply the lowest temperatures, which are economically justified.

With longer softening time the plasticity approaches an optimum value. Continuing the heating process beyond this optimum point causes a reversion of the softening effect, which means reversion and stiffening of the raw material. Severe damage to the raw-Buna would be the consequence (Figure 1).

Fig. 1. Influence of temperature on the rate of softening of Buna S. (degree of softening - gms necessary to compress a test cylinder of a diameter of 10 mm from 10 mm to 4 mm in 30 seconds.)

The surface of the material exposed to the hot air treatment is of great influence on the rate and efficiency of the softening

(page 3 of original)

process of Buna S. The material delivered in the form of sheets must therefore be reduced to small pieces.

Similar to natural rubber, plasticized Buna S recovers on storage. This recovery depends largely on the temperature at which the Buna S is stored. As a rule there is no noticeable recovery during a storing period of one or two weeks at room temperature and no disturbing effect on processing was experienced after this period. Recovery after a lengthy period can be entirely compensated by mastication on a mill.

Hot air softening is of a favourable effect on the physical properties of the product: better dispersion of the ingredients causes higher stress and elongation.

III. Vulcanisation.

In order to reach good physical properties Buna S must be vulcanised just as natural rubber. For the vulcanisation sulfur and accelerators are used in the usual way.

The chemical constitution of the Buna S molecules, which is different from natural rubber, gives a different characteristic of vulcanisation.

After a long^{er} time of curing Buna S - compounds show no reversion. Modulus and hardness increase slowly. Even after very long vulcanisation only a slight drop in the tensile strength is noticed. As a rule opti^m vulcanisation is reached when the increase of the stress-strain-curve comes to a stop, the permanent set is small, and elongation as well as tear-resistance show no noticeable decrease.

Amount of sulfur.

Buna S - compounds need sulfur for vulcanisation. The amount of sulfur depends on the degree of hot air softening as well as of

(page 4 of original)

the type of filler. The amount of sulfur used for Buna S is at a medium degree of softening 1 - 1,5% at a high degree of softening 1,5 - 2,2 %.

Table 1.

Vulcanisation characteristic of a Buna S compound containing channel black.

compound:

| | |
|--------------------------|-------------|
| Buna S (medium softened) | 100,0 parts |
| channel black | 45,0 " |
| stearic acid | 1,5 " |
| ozokerite | 2,0 " |
| sulfur | 1,3 " |
| accelerator (AZ) | 1,2 " |

physical properties

| 2,0 atmos min. | time of cure min. | tensile strength kg/cm ² | elongation % | modulus at 300% | elasticity | hard- ness shore | tear resistan- ce |
|----------------------|-------------------------|---|-----------------|--------------------|------------|------------------------|-------------------------|
| | 15' | 13 | 795 | 8 | 45 | 45 | 4 |
| | 20' | 39 | 760 | 14 | 50 | 54 | 10 |
| | 30' | 177 | 740 | 46 | 52 | 64 | 21 |
| | 40' | 244 | 680 | 57 | 52 | 65 | 18 |
| | 60' | 255 | 630 | 63 | 52 | 66 | 18 |
| | 80' | 255 | 610 | 69 | 52 | 66 | 14 |
| | 100' | 251 | 590 | 69 | 52 | 66 | 14 |
| | 140' | 249 | 560 | 69 | 52 | 66 | 14 |
| | 180' | 236 | 500 | 72 | 52 | 66 | 14 |

DOCUMENT TER MEER No. 108
EXHIBIT TER MEER No.

(page 5 of original)

Fig. 2. Physical properties at increasing degree of softening at a constant amount of sulfur and accelerator.

Fig. 3. Physical properties at increasing degree of softening at a constant amount of accelerator and various amounts of sulfur.

(page 6 of original)

Accelerators.

The effect of various types of accelerators is in the case of Buna S similar to that with natural rubber, but not so clearly differentiated. Accelerators of the Merkapto-type are very satisfactory; for compounds with a small amount of sulfur Thiuram is used, in some cases in connection with other additional accelerators. For shorth curing Lithiocarbamates gives satisfactory results.

The amount of accelerator as well as the amount of sulfur depends on the degree of softening of the Buna S.

| degree of hot air softening | amount of accelerator |
|-----------------------------|-----------------------|
| low | 0,8 - 1,0% |
| medium | 1,0 - 1,25% |
| high | 1,25- 1,5% |

Fig. 4. Physical properties at increasing degree of softening at a constant amount of sulfur and various amounts of accelerator.

Buna S - compounds with active accelerators should not be stored for an unlimited period. It is therefore advisable to do the

(page 7 of original)

compounding without accelerators and to add then a short time before the processing is continued.

It is possible to vulcanise Buna S - compounds with in-organic accelerators as litharge; this has a favorable effect on ageing and elasticity.

Influence of zinc oxide.

For the majority of accelerators zinc oxide is necessary. 5% reckoned on the Buna of the compound are sufficient. If basic accelerator as Diorthotolylguanidin are used zinc oxide is not necessary, but vulcanisation should be done at higher temperature.

Stearic acid has no noticeable influence on the rate of vulcanisation and on tensile strength. Its main purpose in compounds containing carbon black is the dispersion of the carbon black.

Time and temperature of cure.

In the case of Buna S the influence of temperature on the rate of vulcanisation is not as marked as with natural rubber. As a rule in order to reach high grade vulcanisates the curing should be done at low temperature in correspondence with the type of accelerator. In hot air for Buna S compounds the rate of vulcanisation is lower than with natural rubber.

Antioxidant.

Buna S contains - in its present state of delivery - phenyl-beta-naphthylamin as a stabiliser. This product acts in the vulcanisate as an antioxidant as well. As a rule no further addition of an antioxidant is therefore necessary. During hot air softening some part of this antioxidant is consumed. In this case some additional antioxidant should be applied in the quantity of 0,5 - 1%.

(page 8 of original)

IV. Fillers.

Unloaded Buna S compounds containing soft carbon black differ from those made from natural rubber in giving low tensile strength values.

When on the other hand active fillers, especially active blacks, are incorporated mechanical values of the vulcanisate are reached, which correspond to those of natural rubber. The tensile strength of Buna S - vulcanisates depends on the degree of softening of the raw-Buna.

Carbon black.

Three types of carbon black are to be distinguished: active, semi-active and inactive blacks. A mixing containing 45 parts of black on 100 parts of Buna S has the following physical qualities.

Table 2.

| | tensile strength kg/cm ² | elongation % | modulus 300% | hardness | elasti- city |
|-------------------|---|-----------------|-----------------|----------|-----------------|
| active black | 260 | 600 | 80 | 68 | 50 |
| semi-active black | 170 | 500 | 60 | 60 | 50 |
| inactive black | 140 | 500 | 70 | 65 | 57 |

The type and amount of carbon black depends on the technical application for which the vulcanisate is used. Good values of abrasion and tear resistance are only to be reached by means of active carbon blacks. According to the degree of softening on 100 parts of Buna S 35 - 95 parts of black should be applied in accordance with the following scheme:

(page 9 of original)

degree of softening

| | |
|--------|----------|
| low | 30 - 40% |
| medium | 40 - 45% |
| high | 45 - 55% |

If compounds of a high tensile strength and elasticity are desired mixtures of active and semi-active blacks or one of them only may be used. The following table shows the influence of increasing amounts of different types of black on the physical properties of the vulcanisate.

Table 3.

| % | tensile strength kg/cm ² | elongation % | modulus % | hardness | elasticity |
|-------------------|---|-----------------|--------------|----------|------------|
| active black | | | | | |
| 20 | 180 | 500 | 60 | 65 | 65 |
| 45 | 250 | 650 | 80 | 70 | 50 |
| 70 | 230 | 400 | 150 | 82 | 35 |
| semi-active black | | | | | |
| 20 | 100 | 500 | 40 | 50 | 65 |
| 45 | 100 | 550 | 60 | 60 | 58 |
| 70 | 100 | 450 | 80 | 70 | 50 |
| inactive black | | | | | |
| 20 | 100 | 450 | 50 | 60 | 65 |
| 45 | 150 | 500 | 70 | 65 | 60 |
| 70 | 140 | 300 | 130 | 70 | 52 |

(page 10 of original)

Inorganic Fillers .

Active inorganic fillers improve the physical properties of Buna S vulcanisates in the same way as in the case of mixings containing natural rubber. The physical properties of mixings containing channel black are hardly obtained with inorganic fillers. On the other hand these fillers lower the price and improve the workability of the unvulcanised compound.

The technical value of the fillers decreases in the following order:

zinc oxide active, magnesium oxide,
magnesium carbonate,
zinc oxide,
clay, chalk and baryte.

Magnesium oxide is to be used carefully for compounds cured in open steam. Sometimes this filler causes unfavourable stiffening of the stocks which may appear later after lengthy storage.

V. Processing.

Buna S - stocks may be milled on normal roll mills or on internal mixers.

Mixing on the roll mill.

First the softeners are added to the hot air softened Buna S. In order to obtain rapid and satisfactory dispersion the resins are best melted with liquid softeners (for instance wood Rosin with Coal Tar) before adding them to the compound. Softeners, which are taken up with difficulty by the Buna-material (as wool wax or semi-liquid facties)

DOCUMENT TER MEER No. 108
EXHIBIT TER MEER No. . . .

(page 10 of original, cont'd)

are added in small portions during the incorporation of the carbon black.

Especially in the case of low - softened Buna S the mixing in of the active carbon has to be done slowly and uniformly. Carbon black, which is incorporated rapidly and therefore insufficiently can only be dispersed by subsequent remilling of the stock.

(page 11 of original)

If there are two types of gasblack in the same compound, for instance a semi-active black which can be easily dispersed and an active black which may disperse with more difficulty it is convenient to add the semi active carbon black first or to start with mixing both types of carbon black before they are added to the compound.

The set of the rolls ^{should} allow an thorough processing of the compound forcing above the bank. In order to secure this effect it necessary to feed the roll mill with a smaller quantity of stock than in the case of natural rubber.

After mixing the compound is cooled, stored for some time and again thoroughly processed with closely set rolls. During this process accelerator is added.

Mixing in an internal mixer.

For this process the degree of softening of the Buna S-stock is important. Buna S not plasticized by hot air softening can't be handled in an internal mixer. After a short time the Buna S-stock would disaggregate into small crumbs which fail to take up the carbon black.

Buna S with a medium degree of plasticity may be handled in an internal mixer with the aid of softeners. It is practical to add the softeners on a mill or during the incorporation of the carbon black in order to secure a satisfactory dispersion of the carbon black. Buna S with a high degree of softening may well be handled on an internal mixer without the aid of softeners. It is often suitable to produce a higher filled stock because the higher internal friction favours the dispersion of the carbon black. Softeners-

(page 12 of original)

if they are necessary - should be added at the end of the period during which carbon black is added.

After the discharge of the internal mixer the stock is sheeted on a mill and cooled. The addition of sulfur and accelerator is also done on the mill after cooling and storing.

extrusion.

Stocks of Buna S of a low degree of softening can be handled in an extruding machine only with the aid of a softener. Koolwax, semi-solid factice or similar softeners may be used for this purpose. Buna S of a high degree of softening may be extruded without aid of softeners.

The physical character of an uncured Buna S stock is different from similar stock of natural rubber. It is for this reason that the Buna S - stock sticks more to the walls and the die of the extruding machine. The design of the die takes ^{this} into account by adding guide pieces to the die which direct the flow of the material. For the transport of the Buna S stock through the extruder a higher pressure should be used as in the case of a stock of natural rubber.

Calender.

The sheeting on the calender generally takes place with cool or moderately warm rolls. To obtain ~~good~~ sheets proper softeners (the same which assist extruding) are of extreme importance. Buna S stocks containing less softeners can only be processed into sheets of a gage less than 1 mm.

These sheets may then be built up to the desired gage.

For tread processing the extruder is to be preferred to the

(page 13 of original)

calander.

Lamination.

Buna S stocks do not exhibit the tackiness of natural rubber stocks. Cements of natural rubber used for tire building possess a satisfactory tackiness but after vulcanisation they often act as separate layers between the plies and may cause a separation of the plies on heavy mechanical stress. Mixtures of natural rubber and Buna S in the ratio 1 : 3 are more suitable. Still more preferable is the use of pure solvents (as gasoline or toluol) to which tackifying ingredients may be added.

VI. Physical properties.

According to tests in the Liorer Davis Bomb (21 atmo oxygen at 60° C) and in the Goer oven the ageing properties of Buna S - compounds are highly superior to those of natural rubber. Natural ageing confirms this result as far as practical experience shows.

Fig. 5. ageing in the B.L. bomb.

(page 14 of original)

Heat resistance.

When Buna S - compounds are subjected to heat a slow stiffening occurs, while natural rubber vulcanisates undergo a slow softening. The hardening of Buna S develops only after a longer period at a temperature above 100° C. Under the same conditions natural rubber shows already a considerable decline in its mechanical properties.

Table 4.

Ageing in steam (4,0 atmo, 151° C).

| | <u>natural rubber</u> | | | | |
|--------|--|-----------------|-----------------------|-------------------|------------|
| | tensile strength kg/cm ² | elongation % | modulus at 300% | hardness shore | resistance |
| 0 days | 180 | 590 | 52 | 55 | 56 |
| 5 days | 105 | 665 | 10 | 43 | 46 |
| 10 " | 65 | 620 | 15 | 43 | 42 |
| 15 " | 60 | 570 | 13 | 41 | 36 |
| 20 " | 55 | 550 | 12 | 40 | 30 |
| 25 " | 50 | 530 | 11 | 38 | 27 |
| | | <u>Buna S.</u> | | | |
| 0 days | 170 | 630 | 44 | 55 | 50 |
| 5 " | 165 | 560 | 64 | 59 | 50 |
| 10 " | 145 | 480 | 73 | 63 | 50 |
| 15 " | 140 | 425 | 89 | 68 | 50 |
| 20 " | 125 | 400 | 92 | 72 | 50 |
| 25 " | 115 | 350 | 95 | 75 | 52 |

A Buna S. stiffens when exposed to heat only such fillers and accelerators should be used that ensure low modulus and hardness. Active carbon black should therefore be used only as far as it is necessary for good tensile strength and tear resistance. Soft semi-active and inactive carbon blacks are to be preferred.

(page 15 of original)

Abrasion resistance.

Treed - compounds of Buna S containing gas black show an abrasion resistance far superior to natural rubber. Higher percentage of softener causes a reduction of the abrasion resistance; this may be compensated to a certain extent by a higher amount of gas black.

Hot air softening improves the abrasion resistance on account of a better dispersion of the carbon black. Higher degree of softening has to be compensated by a higher amount of gas black.

The results of laboratory tests of abrasion resistance were confirmed by test results on the Kuerburgring and on the road.

Fig. 6. Testing abrasion on the Kuerburgring.

The abrasion resistance changes in favour of the Buna S-treed in hot summer months and on dry roads. On wet roads the margin between Buna and natural rubber changes a little in favour of natural rubber.

DOCUMENT TBR MEER No. 108
EXHIBIT TBR MEER No.

CERTIFICATE OF TRANSLATION

2 February 1946

I, Gerta Kanneva, No. 20 151, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Document TBR MEER No. 108, Exhibit No.

Gerta KAYOVA,
No. 20 151.

AFFIDAVIT

I, Dr. Carl Wulff, residing at Marl, Recklinghausen District, Leverkusener Strasse 27, a German citizen, have been cautioned that I am liable to prosecution if I make a false affidavit.

I declare on oath that my testimony is the truth, and that it was made voluntarily and without coercion to be submitted as evidence to the Military Tribunal VI at the Palace of Justice Posenberg, Germany.

In 1939, I joined the I.G. Farbenindustrie Aktiengesellschaft and very soon began work on the manufacture of "Styrol" by means of the dehydration of ethylbenzene. Towards the end of this year, these activities were extended to aliphatic Hydrocarbons, and at the beginning of 1940, to Butene and Butylene. Dr. Dunkel was then section chief in the main laboratory under Meyer/Mark, with Dr. Roell continuing with the actual work after I had conducted the initial experiments. The "Dunkel"-synthesis was, of course, the reason for this research, particularly as in view of the commercial application of this process in America. We thought that regarding the "Styrol"-catalyst we had discovered a special catalyst for aliphatic dehydration i.e. inclusive of butene and butylene. In the course of the experiments it appeared, however, that the rate of conversion and yield was unsatisfactory, after all. Temperatures had to be kept higher, and the life of the catalyst was extremely short. Continuous contact promotion and continued catalyst regeneration, we did not yet consider possible at that time.

As basic material we employed, at first, butylene produced from butanol itself. Later butene was supplied from America at the instance of Dr. ter Meer of the Phillips Petroleum Co.; I still remember the peculiar shape of the steel bottles of this American firm. We received the material to determine its butene contents and to find out if dehydration works satisfactorily in the case of this material, too.

Dehydration was carried out in a standard pressure furnace of about 20 litres capacity. Intensive tests on the separation of butene, butylene and butadiene were then made, resulting in the successful production, in substance, of beta-dis-butylene and beta-trans-butylene. The separation of butadiene and alpha-butylene, however, did not materialize at the time.

Marl/Recklinghausen District, 15 January 1948

(Signed): Dr. Carl Wulff.

DOCUMENT BOOK VI TER MEER No. 109
EXHIBIT TER MEER No.

Certificates: This is to certify that the signature on the previous page was appended before me on this 13th day of January 1948, by Dr. Carl Wulff, residing at Marl-Rocklinghausen District, Leverkusen Strasse 27, known to me to be the person signing the affidavit.

Marl/Rocklinghausen District,
13 January 1948

(signature): Dr. Hermann Loppo
Notary.

(Stamped): Dr. jur. Hermann Loppo,
Notary at Marl/Rocklinghausen District.

CERTIFICATE OF TRANSLATION

5 February 1948.

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book VI ter Meer No. 109.

George GOODMAN,
No. 34789

AFFIDAVIT

I, Dr. Paul Baumann, residing at Marl (Westphalia), No. 92 Knapstrasse, until manager of the Chemisch Werke Huels, Marl (Westphalia) have been warned that I make myself liable to punishment for making a false statement under oath.

I hereby declare under oath that my testimony is the truth, that I am giving it of my own volition and without coercion and that it was being given to be submitted as evidence to the Military Tribunal No. VI, in the Palace of Justice Nuremberg, Germany.

On 1 December 1925 I entered the employment of Badische Anilin- und Soda-Fabrik (later on I.G. Farbenindustrie Aktiengesellschaft), Oppau Plant, and I worked at first as a scientific chemist in its central laboratory (Ammoniac Laboratory). From 1925 to 1929 I worked on primary nitrogen and from 1929 to 1930 I worked in various experimental plants. In 1930 I.G. Farbenindustrie sent me to U.S.A. for the primary purpose of cooperating in Baton Rouge until 1935 in the establishment of various experimental stations, to assist in putting them into operation and to operate them. After returning to Germany I transferred to the Ammoniac Werke Hoechst (Leuna Werke) and I continued working there until 1939. In 1939 I was put in charge of the chemical production plants of the Chemische Werke Huels, Marl, and upon instructions of Military Government I took over the entire management of the firm in 1945.

I was brought in contact with the Irgon works, especially with the acrylonitrile project in Oppau in the year of 1929. This involved several discussions with Dr. K. H. Schwenker who at that time already worked for the I.G. in New York, and with several Standard Oil officials. In the beginning of 1930, as far as I know, Dr. Ing. Wildhagen, subsequently Technische Stichtoffwerke (written Nitrogen Works), and Dipl. Ing. Dernbach, later of Mineraloelwerke Aktiengesellschaft, Berlin, were sent by the Konstruktionsbureau (Designs Department) Ludwigshafen to America, to deal with these projects.

In the summer of 1930 I was sent to America for the specific purpose of clarifying chemical questions. The primary purpose of my activity in America was to discuss with Standard Oil all the details of the projects. At that time I lived in N.Y. City. The Design Department of Standard Oil was in Elizabeth, N.J., in the Durent Building. The Chief of the Standard Oil Design Department was Mr. R. P. Russell who had a staff of people assigned to these specific projects and they were all under the orders of Mr. G. V. Murphree. In November the site which had been proposed for the construction of the plant was more closely inspected. Towards the end of November Dr. Krouck came personally to New York, to see

DOCUMENT BOOK VI TER MEER No. 110
EXHIBIT TER MEER No.

(page 1 of original, cont'd)

how the work was progressing. Although discussions with Standard Oil had not brought about a conclusive clarification of all questions and although the could not be considered terminated, Dr. Luther and I returned to Germany

(page 2 of original)

with the last ship in 1930, upon instructions of Dr. Krauch so as to clear up in Oppau the questions not yet settled.

In the spring of 1931 Dr. Murphree of Standard Oil came to Oppau, to obtain information on the spot as to the progress made in experimental work. Incidental to this a meeting was held by Dr. Maeller-Conradi in Oppau, on the 4-stage process for the production of Butadiene and Buna, respectively. I have written information on that discussion in my possession. At that time the emulsion-polymerisation process was also discussed.

Shortly after the visit of Dr. Murphree I resumed my work in U.S.A., and in September 1931 I took residence in Elizabeth since my principal assignment, practically speaking, now was to work in the Standard Oil Design Department in Bayway, N.J. to advise the designers. The work of designing by and large had been completed by the spring of 1932. Work on building the plant at Baton Rouge had been started so that I moved to Baton Rouge primarily for the purpose of pushing ahead with assembly and of handling all the correspondence relative to deliveries coming from Germany for the plant. The following officials were sent from Germany, to build the plant and to put it into operation:

1) for the installation : Dipl. Ing. Krupp
" " Fischer
fitter Paul Leuer

2) for plant operation: in addition to myself
Dr. Heinrich Schilling
Dr. Friedrich Zobel

Standard Oil had assigned for the plant, in addition to Mr. Murphree :

Mr. D. Green
Mr. R. Carrier
Mr. O. Tracy

in addition to whom there was a staff of chemists and technicians.

The electric-arc-Acetylene plant in Baton Rouge was put into operation in the fall of 1932. From the beginning, however, serious difficulties arose, in some measure due to the electrical portion and the soot separation but in particular to the reduction of acetylene into Acetaldehyde in the gas phase.

During this period of experimentation a development occurred which had not been foreseen: the prices for natural crotonohou declined rapidly during the years of the crisis of 1931 and 1932, and for certain periods

(page 2 of original, cont'd)

in the latter year they were below 3 ¢ per lb. It was clear that the German process for Buna - even on the basis of the cheap electric-arc-acetylene process of Baton Rouge - could not compete with this. Upon a suggestion then made by I.G., the experiments were continued along the line of reducing the Acetaldehyde obtained into acetic acid.

(page 3 of original)

According to my recollection the total invest-
ments made for experiments and for the plant in
Baton Rouge exceeded by far the amount of one mil-
lion dollars. As provided in the Jasco agreement
one half of this cost was borne by Standard Oil
and the other by I.G.

Mari (Westphalie) 9 January 1948

(signature) Dr. Paul Baumann

Certification: The signature certified to above,
of Dr. Paul Baumann, residing in
Mari (Westphalie), No. 92 Kemp-
strasse, was appended before me
here, to which I testify.

Mari (Westphalie), 9 January 1948

(signature) Karl Bornemann
Defense Counsel in Case VI
before the Military Tribu-
nal in Nuremberg

CERTIFICATE OF TRANSLATION

4 February 1948

I, George GOODMAN, No. 34789, hereby certify that
I am thoroughly conversant with the English and
German languages, and that the above is a true
and correct translation of Document Book VI
TER MEER No. 110.

George GOODMAN
No. 34789

a f f i d a v i t

I, Dr. Adolf LINTNER, Ludwigshafen/Rhine, Treppweg 15, of German nationality, have been cautioned that I render myself liable to punishment if I make a false affidavit.

I hereby declare on oath that this statement is the truth and that it was made of my own free will and without coercion in order to be submitted as evidence to Military Tribunal No. VI at the Palace of Justice in Nurnberg, Germany.

In the spring of 1935 I was commissioned by Dr. Muller-Gunradt to work on the dehydrogenation of butylene to butadiene via the intermediate stage of chlorobutene. This particular process was of great importance and urgency because butane or butylene as the raw material in the synthetic production of buna was especially important for the United States, where the price of butylene was about 5 Pfenning per kilogram, whereas in Germany one had to figure on about the same price as the one for gasoline (about 20 Pfenning a kilogram). Furthermore, in the United States there was an almost unlimited amount of butylene available, whereas in Germany there were at the most the so-called liquid gases from the Fischer plants. The plan was that after the first positive results in the experiments with the butylene which we ourselves produced, a C4 fraction should be used from the Standard Oil refinery in Bayway, from which the isobutylene (for iso-octane) was removed and for which a content of about 30% n-butylene in the remaining gas could be counted on. This plan is described in a letter by Dr. Muller-Gunradt to Dr. Ter Meer of 22 June 1936. (Appendix 1).

The problem of economical production of butadiene from natural gas was also the subject of a discussion on 29 October 1935 at the Standard Oil in Bayway, in which Herr Frolich took part on the one side, and Ter Meer, Hochadimmer, Isaal and Locher on the other. The result of the discussion was a proposal by Ter Meer that experiments for the production of butadiene on a large scale should be conducted both in Bayway and in Oppau. (Appendix 2).

In the experiments mentioned at the beginning the problem of chlorinating butylene was solved on an entirely new principle, also the extremely difficult process of hydrochloric acid separation had to be carried out according to a method which had been unknown until then. At first normal and low pressures were tried with the use of contact substances, and sometimes without contacts. Finally it was found that hydrochloric acid separation was technically possible, with a resulting high output of butadiene, without the use of contacts, by the employment of high temperatures, a short reaction period and the use of a specially developed high-grade cast steel in the separating furnace, after the process had just been advanced to the practical application stage.

DOCUMENT BOOK VI TER WSR No. 111
EXHIBIT TER WSR No.

equipment was installed for an output of about a ton per day. An invitation was sent at the same time to the Standard Oil Company to make observations. The tour of observation was made on 12 April 1939, when the representatives of the Standard Oil Company were given a demonstration of the process and shown the experimental equipment in all its details. (See record of 18 July 1939, appendix 3). Even before this visit an exchange of data had taken place. A letter is annexed in which our method of

analysis for the determination of butadiene was communicated to the Standard Oil Company. (Appendix 4)

Patents were applied for on various technical improvements of the process, and these patents were ceded to the IASCO. The patents specifically involved were the United States patent application numbers 283 184, 308 433, 308 826 and also United States patent number 2 243 191.

In December 1935 inquiries were sent to the United States regarding the costs of obtaining the C₄ fraction, and in 1936 Oppau obtained at first, according to the data still available though incomplete, 11 bottles containing 250 gallons of "C₄-cut", and in the following years, until about 1936, an additional number of approximately 300 bottles with about 25 gallons each of this fraction. Also, in order to save transportation space, 30 tons of secondary Butyl alcohol were ordered from the Standard Oil Co. in 1937 for conversion to Beta-butylene. I no longer remember whether or not these 30 tons were delivered in full; however, it is certain, that about 15 tons arrived in Oppau.

I do not recall the exact costs of the experiments. In the years 1935 - 1936 they amounted to a total RM 200,000 in all. From 1937 on an estimated sum of RM 80,000 was spent each quarter. The projected program for the equipment to be set up for an output of a ton per day called for about RM 1,000,000. Of this amount an advance grant of RM 100,000 for the chlorination equipment was approved upon special application on 10 November 1936 (Appendix 5).

I do not know exactly what shipments of butadiene went to the Standard Oil Co. The records still on hand contain a letter of the Deutsch-amerikanischen Petroleumgesellschaft (DAPG), Hamburg, dated 9 February 1937, concerning a consignment of 20 kilograms (Appendix 6); further, according to a card of the sales statistics, Department K, Frankfurt/Main, the DAPG, Hamburg, received a consignment of 472 kilograms of butadiene in 1938 and another of 473 kilograms in 1939.

I would not like to have it remain unsaid that no information was ever communicated to myself personally - either at the discussions with the gentlemen of the Standard Oil Co. or otherwise - concerning experiments in the same field of activity in America. On the other hand, I learned from an American officer of the A.I.C.I. at the beginning of May 1947 that butadiene had, at times, been produced in America by the chlorination process.

In conclusion I would like to say that I always had the impression that the work which I had been doing had been meant to serve the sole purpose of attaining the synthesis of butadiene on the basis of the raw material supplies in America. My inference is corroborated by the fact that the raw materials were obtained from America, by the written and personal negotiations with our representatives in the United States and those of the Standard Oil Co., and the commission which I received in 1939 to set up a butadiene plant in Bayway in the spring of 1940 for the chlorobutane process.

Ludwigshafen on the Rhine, 12 December 1947
(signed) Dr. Adolf Gottler.

P.T.G.

DOCUMENT BOOK VI TEB SER No. 111
EXHIBIT TEB SER No.

I, Dr. Wolfgang Alt, Assistant Defense Counsel, residing at
Munsenstrasse 4, Ludwigshafen on the Rhine, hereby attest
and certify the foregoing signature, executed in my presence,
of Dr. Adolf Cantzler, residing at Treppweg 13,
Ludwigshafen on the Rhine.

Ludwigshafen on the Rhine, 12 December 1947.

(signed) Dr. Wolfgang Alt.
Assistant Defense Counsel.

Appendix 1 to the affidavit of Adolf CAIZLER .

Hr. Mueller-Junrodi
I.G. FARBEWILLUSTRIE AKTIENGESELLSCHAFT LEIBNIZSTRASSE 107 D 60
Nitrogen Department

Herr Direktor Dr. ter Meer
I.G. Farbenindustrie Aktiengesellschaft

Frankfurt a. Main (2)
Gruenburgerplatz

HC/Op. 190

22 June 1936. Wi.

My dear Herr Direktor:

On behalf of Dr. Broush I would like to bring the following to your attention:

We have undertaken to study the problem of how the so-called polymer-gasoline may best be produced from the liquid gases of the Kuhlend Plant of the Werabag, which uses the Fischer process. For this purpose we are to receive these gases shortly. According to the data given the gases are supposed to contain about 50% olefins and also propylene and butylene.

Through the fact that this raw material is being placed in our hands, even though only for laboratory experiments for the time being, a relationship is established with the work on butadiene which we formerly carried out with reference to the raw material situation in the United States, where a considerable quantity - perhaps as much as 30% - of normal butylene is contained in the so-called C4 fraction after the isobutylene (for iso-octane) is removed.

I would like to describe here ^{the} progress made in this work. You will probably remember a brief report I made, on the occasion of the last rubber conference, to the effect that at the time

we considered ~~it~~ the most suitable method ^{to be} the one using chlorination and the subsequent separation of hydrochloric acid, but that we had not so far been successful in polymerizing the butadiene thus obtained with at all satisfactory results. At the present time we can carry the development of the two reaction stages in the laboratory to the point where the quantity of butylene-butadiene produced is about 50% and tolerably good results are already being achieved in polymerizing the butadiene. We have, therefore, obtained G4 fraction from the Standard Oil Co., with which we are continuing the work at present.

The next step is to obtain also the liquified gases of the Fischer Plant for this work, and the question arises of whether enough of such liquid gases are available. The entire Fischer Plant is supposed to contain about 350,000 tons of liquid fuels. In general about 16 kilogram of liquid gas may be estimated for 100 kilogram of liquid fuel; accordingly, about 50,000 - 60,000 tons of liquid gas would thus be obtained, of which 90%, or 25,000 - 30,000 tons, should be olefine. We do not yet know the proportion of propylene and butylene contained in this supply. If it is assumed that these two products are present in the same quantities, then there would be 12,000 - 15,000 tons of butylene, from which 6,000 - 7,000 tons of butadiene could be produced, according to our present level of output.

Whereas in the United States butylene may cost about 5 Pfennig a kilogram, in Germany its cost may be set at about 20 Pfennig. In this connection, however, it should be observed that it is a question of whether large quantities could actually be sold on the basis of this high price. The price

of 20 Pfennig is also probably excessive for conversion to polymeric gasoline. However, if this price is taken as a basis, then one kilogram of butadiene will require 40 Pfennig worth of butylene, in addition to about 2,5 kilograms of chlorine, according to the present requirements of production. The raw materials would thus cost about 50 Pfennig for a kilogram of butadiene. If the resulting by-product of hydrochloric acid can be utilized, this cost may be reduced accordingly. Nothing can be said as yet regarding the costs of the process, for, as already mentioned, we have not progressed beyond the laboratory stage. It may be mentioned, however, that for Germany, too, the process has its attractions. For this reason we also wish to work with the liquid gases as soon as we obtain them.

One difficulty involved in the possible setting up of production is the fact that the liquid gases will be produced at the most diverse places. It would appear to be extremely disadvantageous to produce the butadiene at these separate places; instead, the gases should be collected at one point. The transportation of the butane-butylene fraction in tank cars is possible without difficulty, for the vapor pressure of this mixture is low. However, a centralized control from above would probably be necessary in order to carry this out in general.

It would be advisable to make a beginning now on the entire project, for the problem of utilizing the gases may soon become acute. Perhaps the next conference on rubber may offer the opportunity to discuss the matter further.

with best wishes

Yours truly
Cantelar.

(stamp:) signed Muller-Cantelar.

into ter-like high polymerates. At lower temperatures the formation of butadiene is so insignificant that there would seem to be little economic advantage in extracting it from the cycle and separating it from the accompanying materials of butane and butadiene, although it seems to be technically possible by means of the Hockst processes.

With regard to the basic materials, it is pointed out that only n-butane produced from natural gas may be considered

DOCUMENT BOOK #1 TSP REER No. 111
EXHIBIT TSP REER No.

for the production of butadiene. The butane made by oil-cracking consists mainly of isobutane. In the dehydrogenation of n-butane it should be noted that the resulting alpha- and beta-butylene appear together, and that only the alpha-butylene might possibly be considered for the formation of butadiene. Pure alpha-butylene would probably be a suitable basic material for dehydrogenation to pure butadiene if it were available in sufficient quantities.

Next the further possibilities of production ^{of} butadiene were discussed, namely, the synthetic method (four-stage process, hydrogenation from monovinylacetylene); also, the Ipatiew process from alcohol, and finally, the possible production of butadiene by condensing ethylene and acetylene, as well as by the hydrogenation of diacetylene.

Dr. G. C. Sauer requested that experiments be made in Bayway as well as in Oppau for the production of butadiene on a large scale.

signed: G e n t z l e r

Appendix 2 to my affidavit of 12 December 1947.

This document (consisting of two pages, each of which bears my signature) is a true photostatic copy of a part of a report from the folder, "Report by Dr. G. C. Sauer (trip to America)", which is contained among the records of Dr. Mueller-Guerzoni (deceased) in Oppau Works of the Deutsche Alkali- und Soda-Fabrik.

Ludwigshafen/Rhine, 12 December 1947

signed: Adolf G e n t z l e r.

Appendix 3

Nitrogen Department
Co/Op. 105
Oppau, 18 July 1939 G.
(Stamp:) 19 July 1130 hours signed
Dr. Ringer
Dr. Schollmann Seho
Dr. Hofeditz R.
Film: Rubber Butadiene
Production
Dealt with: -----

Trip report: on Wednesday,
12 April 1939

Representatives from Standard Oil Co.
present: Mr. Hansen
Mr. Smith
Mr. Windobank

Representatives from I.G.
present: Dr. Cantzler
Dr. Hollriegel
Dr. Hofeditz
Dr. Schollmann (at various times)

Place of meetings: Op. 105 and annex 571 and 640.

Purpose:

The American guests had been invited to inspect the I.G. process intended for the United States for the production of butadiene from butylene via dichlorobutane in its large-scale experimental stage.

Inspection and discussion:

Using hand-drawn sketches of the chlorination and separation equipment, Dr. Cantzler explained the two sets of apparatus and gave detailed information in answer to questions by the guests on all particulars of the process.

Outline of the chlorination process:

The chlorination takes place in a circulator apparatus, in which only a part of the butylene is chlorinated. The remaining butylene is recovered by distillation. If chlorine is introduced for all or a large part of the butylene, a large proportion of the chlorine is used up in chlorinating dichlorobutane into trichlorobutane and hydrochloric acid.

In the process of chlorination a reaction heat results, which must be eliminated by means of cooling water to prevent the

DOCUMENT BOOK VI TER LER No. 111
EXHIBIT TER LER No.

temperature rising above 25- 30 degrees C. When the temperature is too high, the production of dichlorobutene is poor. Large enough coolers are chosen so that the reaction heat is distributed; their contents are circulated by pump about 20 times per hour.

The reaction itself takes place immediately after the entry of the chlorine into the circulator apparatus.

The process gives a production of 88 % dichlorobutene when 50 % of the butylene present is chlorinated.

Instead of transforming part of butylene into dichlorobutane by chlorination a butane-butylene mixture may be used with about 50 % butylene (supplied by the Standard Oil Co.). When half of the butylene is chlorinated in this mixture 1 % of the butane is chlorinated at the same time into dichlorobutane and hydrochloric acid; when three-quarters of the butylene is chlorinated, 20 -30 % of the butane is chlorinated into dichlorobutane and hydrochloric acid. Both of the *n*-butylenes act in the same way; isobutylene gives isobutylene chloride and hydrochloric acid (compare the literature on the subject).

In the recovery of the excess butylene a waste gas is produced which merely contains hydrochloric acid in addition to butylene and may be removed with water or with hydrochloric acid and water.

Plan of the furnace equipment:

The dichlorobutane is passed, for the purpose of separation into butadiene and hydrochloric acid gas, through a furnace heated to 650 - 800 degrees C. The furnace has a capacity of about 0.5-0.7 kilograms of butadiene per hour per each liter of furnace space. Experiments are being conducted to find the capacity per hour in our new larger furnace.

The furnace material is a special alloy which contains chromium and perhaps also molybdenum.

After passing through the furnace the gas to be separated is passed to a cooling apparatus, which later will consist only of an air-cooler. The previously cooled gas is conducted at 300 °C to a washer, where it is freed from hydrochloric acid gas in a counter-current. A wash acid is formed which runs off at a temperature of about 60 degrees. The material of the washer is iron piping which has been made resistant to hydrochloric acid by means of a

are methane, acetylene and other gases which are hard to condense. There is also a small amount of coke formed, which may sometimes cause the furnace to clog. When few higher chlorides are present, the furnace may be operated for weeks at a time without clogging.

After the hydrochloric acid is washed out, the furnace gas is subject to simple distillation. About 10% of weight in liquid residues at this stage. The purified crude butadiene is then ready for polymerization to rubber. No polymerization takes place during the distillation.

A pressure of one atmosphere is used during the process, no higher pressures are worked with.

Some of the by-products of the separating process are washed out with the hydrochloric acid.

Chlorinating apparatus:

As the butylene, chlorine and the product flow in and out, they are measured by a gauge and the 50% chlorination controlled in this way. The release of the circulator apparatus is done by means of an automatic valve, which is drawn from the upper part of the apparatus for more convenient control. After the release the butylene is rejected in two streams, either with or without pressure.

Furnace equipment:

The old furnace has external and internal heating. It has a capacity of 40 liters. The preliminary unit has a low heating capacity, and therefore the first of the three parts of the furnace is not to be considered as a reaction chamber. The furnace is empty. Upon being filled with contact masses of any kind the furnace easily becomes clogged.

The new furnace is heated by means of rays and contact with burning gases. The fire gases flow in the opposite direction to the product or gas to be separated. Mr. Smith made a drawing of the new furnace at this point for his use and counted the number of pipes which it has.

For the material of the furnace we use exclusively the already mentioned cast chrome, but no nickel steel.

The output of the new furnace, which had been planned for one ton of butadiene per day, is presently being tested.

Demonstration of the products.

Dr. Gantsler showed to the guests the dichlorobutene, which is derived directly from the chlorination and is used for the separating process in this condition. He also showed them pure, colorless dichlorobutene, which is produced from the crude, yellow product in a single distillation.

The guests were shown the crude, purified butadiene in liquid form at the receiver of the distilling apparatus and given the opportunity to test its smell. They were also shown ^{a sample} of the rubber made from this butadiene.

(initiales)
1: Schlegel
2: one illegible
3: Gantsler

Appendix 3

File: Butadione/Standard
To be dealt with:
Answered:

D.A.C. Dowdney
Thames House
Millbank
London S.W. 1

LD-1211

12 November 1938

Dr. Ha/P. 22 November
1938

Subject: Butadione.

Dear Mr. Dowdney:

We are in receipt of your letter of 12 of this month in which you expressed the desire to have an opportunity of observing, together with Mr. Rotholi, our equipment for the production of Butadione from Butene.

Of course, we should be glad to show you our equipment, but unfortunately we must inform you that immediately after Mr. Howard's visit we dismantled the apparatus to a great extent for the purpose of rebuilding it. We are therefore very sorry that we are unable to show you very much at the moment.

Since we hope to be able to have the equipment in operating condition again by the beginning of next year, we recommend that you postpone your intended visit until then so that you may be able to see the equipment in operation. We also consider the postponement of your visit advisable because Dr. Mueller-Cunradi, who, as you know, is presently on the way to the USA to confer with Mr. Howard, will be back from his trip at the beginning of next year.

We hope that you are agreeable to our suggestion, and remain

Distribution:
Dr. Mueller-Cunradi
Dr. Otto
Dr. Cantzler
Office Sparte I
Hochdruck (handwritten)

Very respectfully Yours,
I.G. Farbenindustrie Aktiengesellschaft
signed: Wietsel signed: Schlierenbach
per prc. per prc.
signed: Cantzler

Appendix 3

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN
ON THE RHINE

Office Sparte I

File: Butadiene
to be dealt with
answered:

Herr Justizrat Wagner
Legal Department Ia.

Dr. Scho/E. 23 February
1939

Tour of inspection of the Butadiene plant Oppau by
Mr. Asbury and Mr. Dowdney. -----

We wish to inform you that we expect the visit next
week of Mr. Asbury and Mr. Dowdney of the International
Association, the London representatives of the Standard
Oil Company. Director Dr. ter Meer, to whom the two
gentlemen applied for permission to inspect the equip-
ment, has agreed to the visit now that permission has
also been received from the competent Reich Offices
(Reichsstellen) for an exchange of data with the Standard
Oil Company in the field of Buna.

Office Sparte I

signed: Schellmann

signed: Gentsler

Copies to:

Director Dr. Mueller-Conradi
Director Dr. ter Meer, Pfa.

Appendix 4

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT LUDWIGSHAFEN
RHINE

Office Sparte I

Chamney & Co. Inc.
521 Fifth Avenue
New York, N.Y.

Copies to:
Dir. Dr. Mueller-Conradi
Dr. Otto
Dr. Daniel
Dr. Cantzler
Dr. Imms

13 December 1938
24 February 1939
17 April 1939

Dr. Hs/J. 25 May 1939

Subject: Analysis method for the determination of
Isobutylene together with Butadiene.

We refer to your letter of 13 December of last year
in which you asked us for the above analysis method.

As Dr. Ringer has probably informed you in ans-
wering your requests of 24 February and 17 April 1939,
on the occasion of his stay in New York, a certain
amount of delay has unfortunately been unavoidable in
the preparation of the analysis directions for the
Standard (Oil Company). Today we are sending you enclosed
the requested analysis method as used in Oppau for the
quick determination of Butadiene in mixtures with gas-
forming olefines and paraffins, with the request that
you forward it to the Standard Oil Company. If there
should be any other questions in this connection, we
shall be glad to answer them.

Very respectfully Yours,

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

signed: Goldberg signed: Ad. Mueller
i.V. (on behalf of)

signed: Cantzler

Enclosure

C O P Y .

Copy.

Appendix 4

Determination of Butadiene from gas-forming mixtures of
chlorine and paraffin.

Directions for procedure:

From 50 to 100 ccn (according to quantity of unsaturated hydrocarbon expected) of the gas to be analyzed is measured off as a stop fluid into a 100 ccn Bunte burette over acidulated water, and at the same time the temperature and barometer pressure read. With the latter the vapor tension must be removed in reducing them to 0 degree and 760 mm. The measurements must be exact to the .1 ccn. A quantity of the gas to be analyzed is then passed into a Bunte burette of 200 ccn capacity from which the stop fluid is drawn off by means of an ejector pump until the sub-atmospheric pressure in the burette is sufficient to draw up 25 ccn or 50 ccn bromide-bromate solution (17,7034 g KBr; 5,2661 g KBr O; 1000 ccn K₂ O), according to the presumed "diano" concentration, about 25 ccn distilled water and the same amount of dilute sulphuric acid. The bromide-bromate solution is measured off with a pipette and allowed to flow through a funnel into the Bunte burette. A double rinsing is then made with about 10 ccn distilled water and finally about 15 ccn dilute sulphuric acid is added. The gas is then thoroughly shaken for three minutes with the bromine solution. After the bromination is complete it is absolutely necessary that some of the original bromine should remain visible in the solution. This is the only way of making sure of the quantitative progress of the reaction. The sub-atmospheric pressure resulting from this reaction is enough to draw up about 5 ccn 10% potassium iodide solution through the funnel into the burette, and later also 10 ccn distilled water. This prevents the bromine vapors over the liquid from being lost. The contents of the burette are then allowed to run out into an Erlensmeyer jar and afterwards the former is thoroughly washed with distilled water. The precipitated iodine is re-titrated with thio-sulphate. From the figure obtained the quantity of bromine equivalent to the total, doubly linked C=C should be deducted. (Before the analysis acetylenes must be removed from the mixture as they do not react quantitatively with the bromine under the conditions desired). In order to be able to determine the proportion of di chlorines it is first necessary to establish the volume of chlorine plus di chlorine.

(page 2 of original)

This is done in a second test of the gas by the known method of volumetric bromination. The difference between the quantity of bromine used, expressed in reduced gas bromine gas, and the total volume of the KI which can be brominated gives the number of cubic centimeters of diclofene, reduced to normal conditions, in the quantity of gas analyzed.

Calculations:

ccm 1/20 n. Bromide-bromate solution
-- " 1/20 n. thio-sulphate solution --
ccm 1/20 n. bromine solution x 0.56 ccm Bromine vapor
(0 degrees, 760 mm)
ccm KI which can
be brominated
ccm Diclofene x 100
ccm test "diclofene" --

signed: Crantzlor

Appendix 4 to my affidavit of 12 December 1947 (two pages, each signed personally) is from a photostat of a carbon copy of a letter, signed by Dr. Mueller-Gunradi, which is among his records in the North Works of the Badische Anilin- und Sodafabrik.

Page 2 is taken from a photostatic copy of a "Directions for Procedure" which was sent at the time with the above-mentioned letter to the Chemnyer Inc. I hereby certify that this "Directions for Procedure" was used by us in the determination of Butadiene in gas-forming mixtures of clofene and paraffin.

Ludwigshafen on the Rhine, 12 December 1947

signed: Dr. Adolf Cantalor

Appendix 5

I.G. Ludwigshafen

APPLICATION FOR PRELIMINARY GRANT.

Department: Nitrogen

10 November 1938

Plant: Coking plant: Coking plant-D-Experiments

With the approval of Director Dr. ter Meer we wish to install experimental equipment for the production of butadiene from butylene by the chlorination method.

We hereby request an preliminary grant of RM 100,000.--
1 000, 000.--

APPROVED

signed: signature, signed: signature

| Item | Value of item | Total value | Remarks |
|--|----------------------------------|-------------|---------|
| 2 20m ³ chlorine containers 20 atmos. foundation erection and trans- portation | 18,800.-- 1,400.-- 900.-- | 18,100.-- | |
| 3 20m ³ containers, 7 atmos. foundation erection and trans- portation | 9,200.-- 1,000.-- 1,200.-- | 11,400.-- | |
| 2 chlorine pumps | | 2,000.-- | |
| 2 motors, 6 HP, 1430 r.v. per minute casing foundation for all erection and transportation | 900.-- 200.-- 300.-- | 1,400.-- | |
| carried forward: | | 30,900.-- | |

signed: Controller

(stamp:) Return to Office of Engineer Gielma

DOCUMENT BOOK VI TER LEER No. 111
EXHIBIT TER LEER No.

(page 2 of original document)

| | | |
|--------------------------------|------------------|-----------|
| | bought forward: | 30.900,-- |
| 2 butylone pumps | | 1.200,-- |
| 2 motors, 4 Kw, 1450 rev./min. | 700,-- | |
| common foundation for all | 200,-- | |
| erection | 300,-- | 1.200,-- |
| 2 butylone pumps | | 1.500,-- |
| 2 motors, 6 Kw, 1450 rev./min. | 900,-- | |
| common foundation for all | 200,-- | |
| erection | 300,-- | 1.400,-- |
| | carried forward: | 36.200,-- |

(page 2 of original)

| Item | Value of item | Total value | Remarks |
|--|-------------------------|-------------|---------|
| Brought forward: | | 36,200.-- | |
| 1 reaction apparatus 250 m ² 12 atmos- pheres erection | 29,500.-- - 1,400.-- | 30,900.-- | |
| 1 butylene liquifier 320 m ² 5 atmospheres erection | 1,400.-- | 32,900.-- | |
| | Total: | 100,900.-- | |

signed: Lohns

14 November 1938

signed: Cantalor

Appendix 5 to my affidavit of 12 December 1947 (two pages signed personally).

This document is a photostatic copy of an application for a preliminary grant. The original is among the records of Chief Engineer Giehne at the Huth Werke of the Deutsche Anilin- und Soda-fabrik.

Ludwigshafen on the Rhine, 12 December 1947.

signed: Dr. Adolf Cantalor

DOCUMENT BOOK VI TER MEER No. 111
EXHIBIT TER MEER No.

Copy.

Deutsche Amerikanische Petroleum-Gesellschaft, Central
Purchasing and Export Department.

Hamburg, 36, 9 February 1937
Mouer Jungferntag 21.

TE/W Fu/St. Bat/Mk. 259

Order D.A. - 1549 E - 40145 DBY - 28562.

We refer to our letter of yesterday and request that you immediately despatch the bottle containing about 20 kg. of Butadiene to our forwarding agents, the Firm of H.C. Reover G.m.b.H., Hamburg 8, Holstenbrücke 7-9, when we shall instruct to ship the consignment to New York by the first outgoing steamer.

Please mark the consignment as follows:

S.O. Dev. Co.
Bayway
via New York
DA-1549 E-40145
1

In addition to these marks in upper right hand corner of packages:

General Office
Container and Contents
Made in Germany.

If these goods should be considered a dangerous freight, please inform our forwarding agents accordingly.

With German salute,
Deutsche-Amerikanische Petroleum Gesell-
schaft
Central Purchasing and Export Department
per (signature)

Copy to H.C. Reover G.m.b.H.

Distribution: Dr. Mueller-Cunradi
Dr. Cantzler signed: Cantzler

(page 2 of original)

Appendix 6 to my affidavit of 12 December 1947 (one page signed personally) is copied from the copy of a letter by the Firm, Deutsche-Amerikanische Petroleum Gesellschaft.

The original of the copy is among the records of Dr. Mueller-Cunradi deceased, at the Werth Works of the Badische Anilin- und Sodafabrik and is signed by him.

Ludwigshafen/Rhine, 12 December 1947.

signed: Dr. Adolf Cantelero.

DOCUMENT BOOK VI TABULAR No. 111
EXHIBIT TABULAR No.

CERTIFICATE OF TRANSLATION

5 February 1946

I, John Fosberry, No. 20 179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document book VI, tabular No. 111, exhibit No.

John FOSBERRY,
No. 20 179.

CERTIFICATE OF TRANSLATION

4 February 1948

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book VI ter Meer No. 112.

George GOODMAN,
No. 34789

APPIDAVIT
= = = =

I, Dr. Nikolaus Reh, residing at Marl (Westphalia) No. 3 Leunaerstrasse, at present director of the Styrol Works of Chemische Werke Huels, in Marl (Westphalia), have been warned that I am liable to punishment for committing perjury.

I declare under oath that my testimony is the truth, that it was given of my own free will and without coercion, to be submitted in evidence to Military Tribunal VI, in the Palace of Justice, Nuernberg, Germany.

In 1925 I took up work as a chemist in the Ludwigshafen plant of I.G. Farbenindustrie Aktiengesellschaft and worked there in several laboratories and experimental plants which were concerned with activities of various kinds. In the year of 1926, as well as from 1937 until 1939, I was working on processes for the production of Butadene. In the fall of 1939 I transferred to the Chemical Works Huels, at Marl, and there took over the management of the plants for the production of Styrol.

The problem of producing Butene from n-Butane had been initiated by Dr. Grosskinaky and myself in ZK Laboratory Ludwigshafen in the year of 1937. Work done earlier in Ludwigshafen (Dr. C. Julfi and Dr. E. Sell, 1930) had demonstrated that direct reduction of Butane to Butadene through dehydration in one stage is possible with a bad yield only, and therefore appeared to be uneconomical. For this reason a process was proposed which would divide the process of reaction into two stages:

- 1) reduction of Butane to Butylene
- 2) reduction of Butylene obtained as per 1) to Butadene.

Experiments by means of stage 1 were conducted by me, experiments by means of stage 2) by Dr. Grosskinaky. Parallel with this work which, for stage 1), yielded, essentially, Butane and Butylene mixtures, for stage 2), essentially mixtures of Butylene and Butadene, experiments were carried on to derive pure Butylene and pure Butadene, respectively from these mixtures.

When Dr. Grosskinaky terminated his collaboration in these experiments, the entire problem (in other words, stages 1) and 2), together with the separation experiments), was carried on by me jointly with Dr. G. Hoffmann and Dr. Stadelmann, both of whom had in the meantime been given an opportunity to participate in the work. On a small scale its solution had sufficiently progressed in June 1938 to warrant our resolving to prepare an estimate for a trial plant for the production of 10 kilograms of Butadene per hour, and to ask for 309,000 Reichsmark as the means needed for its establishment, also for 154,000 Reichsmark every three months to cover the current expense of operating it. To permit a final opinion on the practicability and cost of the process, we figured on an experimental period from 6 to 9 months, after completion of the trial plant.

(page 2 of original)

At about the same time I asked the Patent Department in Ludwigshafen in behalf of Dr. Ambros to examine the patent situation in order to establish, preparatory to the coming negotiations in the USA, whether and to what extent the operating methods as planned by us were likely to be affected by patent rights of third parties in the U.S.A. Following this and in compliance with a request by Dr. Ambros and Dr. Lohse, preliminary calculations of the process were made several times (the last time in January 1939), in which connection special raw material and production conditions in the U.S.A. were taken into account.

The following sums were requested to cover the expenses of experimental work and approved:

| | |
|------------------------------|---|
| 3rd and 4th quarter of 1937 | RM 35,000.-- |
| 1st quarter 1938 | " 31,000.-- |
| 2nd quarter 1938 | " 35,000.-- |
| 3rd quarter 1938 | " 25,000.-- |
| 4 th quarter 1938 | the amount can no longer be established |
| 1st quarter 1939 | RM 25,000.-- |
| 2nd quarter 1939 | " 10,000.-- |

As already mentioned above, in the third quarter of 1939 the sum of 300,000.-- Reichsmark was asked in addition for the building of a new trial plant, which sum was granted, also the amount of 154,000.-- every three months, to cover the necessary experimental expenditure for operating the plant.

In connection with the process for the production of Butadene from Butane and details relative thereto on which I and my associates worked, the following patent applications have been filed with the German Patent Office:

| | |
|-------------------------------|-------------------------|
| | (inter-office file No.) |
| J. 59 340 of 20 October 1937 | (O.S. 10 287) |
| J. 59 843 of 16 December 1937 | (O.S. 10 409) |
| J. 60 347 of 26 January 1938 | (O.S. 10 500) |
| J. 61 144 of 24 May 1938 | (O.S. 10 793) |
| J. 61 145 of 24 May 1938 | (O.S. 10 794) |

Harl, (Westphalia), 8 January 1948

(signed): Dr. Nikolaus Reh

Certification: The above attested signature of Dr. Nikolaus Reh, residing at Harl (Westphalia), No. 3, Leuznerstrasse, was appended before me here, to which I testify.

Harl (Westphalia), 9 January 1948

(signed): Karl Bernemann-
Defense Counsel in Case VI
before the Military Tribunal
in Nuernberg.

DOCUMENT BOEK VI TER MEER No. 113
EXHIBIT TER MEER No.

CERTIFICATE OF TRANSLATION

4 February 1948

I, George GOCHMAN, No. 34789, hereby certify
that I am thoroughly conversant with the English and
German languages and that the above is a true and
correct translation of the Document VI ter Meer
No. 113.

George GOCHMAN,
No. 34789

AFFIDAVIT

I, Dr. Walter Daniel, Ludwigshafen/Rhine, No. 1 Kehrlo-
platz, a German citizen, have been warned that I am liable
to punishment for committing perjury.

I hereby declare under oath that my testimony is
true, that it was given of my own free will and without
coercion, for submission in evidence to the Military
Tribunal in the Palace of Justice, Nuernberg.

I entered the employ of I.G. Farbenindustrie A.G. on
1 April 1928 as a Chemist, in their Oppau Plant. After
having worked in the research laboratory of that plant
for four years I was assigned to the Coke-D-Experiments
(under the management of Dr. Mueller-Cunradi) in 1932.

During the years of 1932 until 1944 I worked in Oppau
on the polymerization of Butadene taken separately, and
as a compound together with other mixtures suitable for
polymerization, within the scope of Coking Plant D.
Dr. Mueller-Cunradi gave me the special assignment, on a
laboratory level and on a semi-technical level to examine
all Butadene specimens and other substances suitable for
polymerization as they occur in Coking Plant D, as to their
suitability for the Buns synthesis. In this connection
I have carried on more than 1,000 experiments.

While doing this work officials of Standard Oil vi-
sited me repeatedly in the laboratory and in the technical
college. As my written notes were burned I cannot remember
the names of the individual gentlemen; however, I do re-
member at one time Mr. Howard came to see me, together
with Professor Krauch and some other gentlemen and that he
visited the technical college, inspecting especially the
specimens which we had polymerized. Mr. Asbury likewise
visited me repeatedly. I also gave information on poly-
merization and vulcanization to Mr. Murphy, of the Standard
Oil, who spent weeks visiting Dr. Baumann, presently with
Chemische Werke Huels, in Bau Op 149, to obtain there
detailed information on the production of Butadene from
acetylene, by way of Acetaldehyde, Aldol and 1,3-Butylene
Glycol. I can reconstruct the approximate time of his visit
because I can say that Mr. Murphy at that time visited
the Winter Olympic Games at Garmisch-Partenkirchen, to-
gether with Dr. Baumann.

(page 2 of original)

I also repeatedly sent to Standard Oil upon its request and by order of Dr. Mueller-Cunradi Dutedone specimens and Isopren specimens, once in a small steel bottle holding 1 to 2 kilograms and and in several tubes used for melting.

I remember exactly that in various discussions with me Dr. Mueller-Cunradi stressed over and over again the importance of Dutedone obtained by hydration from Butylene, by way of Chloro-Butane, because the most advantageous raw material sources for it were available in the USA even though not over here.

Ludwigshafen/Rhine, 15 December 1947

(signed): Dr. Walter
Daniel

I herewith certify that the above signature of Dr. Walter Daniel, residing in Ludwigshafen on the Rhine, No. 1 Kekuleplatz, was appended before me, to which I testify.

Ludwigshafen/Rhine, 15 December 1947

(signed): Dr. Wolfgang Alt
Assistant Defense Counsel

CERTIFICATE OF TRANSLATION

4 February 1948

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Document Book VI ter Maer No. 114.

George GOODMAN,
No. 34789

MICROCOPY

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ROLL

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END

